



भारत का राजपत्र

The Gazette of India

स्थानिकतार से प्रकाशित
PUBLISHED BY AUTHORITY

31/3/72

सं. 11]

मई विहरी, शनिवार, मार्च 11, 1972/फाल्गुन 21, 1893

No. 11] NEW DELHI, SATURDAY, MARCH 11, 1972/PHALGUNA 21, 1893

इस भाग में विवर पट्ट संख्या ही जाती है जिससे कि यह घलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों पौर (संघ केन्द्र प्रशासन को छोड़कर)
केन्द्रीय प्राधिकरणों द्वारा जारी किये गए विविध आदेश पौर प्रधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence) and by Central Authorities (other than the
Administration of Union Territories.)

MINISTRY OF LABOUR AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 22nd February 1972

S.O. 862.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Steno Quarries/Companies as given under "Schedule I" in para 1 of the Award and their workmen, which was received by the Central Government on the 19th February, 1972.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY.

REFERENCE No. CGIT-72 of 1965

PARTIES:

Employers in relation to the Shahabad and Martur Stone Supplying Co. Pvt. Ltd., Shahabad and 6 Others.

AND

their workmen.

PRESENT:

Shri A. T. Zambre,—Presiding Officer.

APPEARANCES:

For the employers.—Shri K. Sreenivasamurthy, Advocate, Shri A. T. Joshi, Labour Adviser, Shri Manik Arke, Secretary to employers Association.

For the workmen.—Shri S. Chandrasakhar, General Secretary, Shri D. H. Dharap, Legal Adviser, Shri S. B. Kamat, Advocate.

STATE: Andhra Pradesh. INDUSTRY: Stone Quarrying.

Bombay, dated 31st January, 1972.

AWARD

The Government of India, Ministry of Labour and Employment have by their order No. F. No. 36/11/65-LRI, dated 27th November, 1965 referred to this Tribunal for adjudication an industrial dispute existing between the employers in relation to the Stone quarries/companies as specified in schedule 1 annexed and their workmen in respect of the matters specified in schedule II.

SCHEDULE I

1. M/s. Shahabad and Martur Stone Supplying Co. Pvt. Ltd., Shahabad, Mysore State.
2. M/s. Chittapur Stone Quarrying Co. (Pvt.) Ltd., Chittapur, Mysore State.
3. M/s. Wadi Stone Marketing Co. Ltd., Wadi, Mysore State.

4. M/s. Vijaya Stone Supplying Co., Seram, Mysore State.
5. M/s. Karnatak Stone Supplying Co., Seram, Mysore State.
6. M/s. Stone Co. Ltd., Post Office Kurkunta, Mysore State.
7. M/s. Gingurthi Stone Co., Post Office Tandur, Andhra Pradesh.

SCHEDULE II

"Whether the existing rates of wages and dearness allowance of the different categories of workmen employed by the companies (employers) mentioned in schedule I, on various operations require any revision? If so, what should be such rates of wages and dearness allowance and from what date?"

2. The schedule will show that the employers are the seven quarrying companies which are working in the border districts of Andhra Pradesh and Mysore States, Gulbarga and Begumpet. These quarries are situated nearabout each other and the employers of these quarries were represented by the (INTUC) Labourers and Employees Union through its branch unions (1) The Shanabad and Martur Stone Quarry Labourers and Employees' Union and (2) The Tandur Stone Quarries Labour and Employees Union. This union was affiliated to the INTUC union and can be referred as INTUC union. Prior to the formation of the union the condition of the workmen employed in the companies were miserable. The managements were exploiting the employees. They were not also paying adequate wages. The unions began to voice the feelings of the workmen and their legitimate grievances but the companies turned a deaf ear and hence the union formulated and submitted a charter of demands to the companies in respect of wages and terms and conditions of service holidays etc., which was pending before the Conciliation Officer (Central) Hyderabad. But due to the indifferent and adamant attitude of the managements the conciliation ended in failure and after the failure report Government separated the demands and Government referred the dispute about the holidays by reference order dated 17th September, 1965 and the demands about revision of wages by order dated 17th November, 1965. These two references were transferred to this tribunal for adjudication. The reference about holidays is numbered as reference No. 5 of 1965 and the present reference about wages is 72 of 1965. Both these references were heard simultaneously.

3. The (INTUC) Labourers and Employees Union has in this reference contended that the cost of living had gone up due to several reasons such as fluctuating market conditions, Government restrictions etc. The Industrial Tribunal fixed some rates for the stone quarry workers in Reference No. CGIT-10/60 mainly basing them on the recommendations made by the Andhra Pradesh Minimum Wages Committee for workers engaged in the stone breaking and stone crushing operations including stone quarries. Since then the cost of living has gone up several times and thus the demand of the workers for revising the wages were reasonable and justified. The union has demanded different rates for the different categories of workers and they are as follows:—

1. Rate of Rs. 7 per 100 sq. feet for cutting and sizing the laminated Stone like "furshi".
2. Rate of Rs. 52.50 for Porka Thargu layers per 1000 sq. feet.
3. 0.75 paise per ten for wagon loaders and 0.70 paise per ton for lorry loaders.
4. 0.25 paise per sq. feet for hand polishing work.
5. Rs. 23 per 100 running feet for kattai work.

4. It has been further contended that the piece-rated workers are not in a position to provide even meagrely the bare necessities of life to their families. The market prices of the workers daily requirements such as foodstuffs, grains etc., have soared too high during the last five to six years and the employees should be given dearness allowance at the rate of 75 per cent of the present piece-rate existing in the company with retrospective effect from 1st April, 1964.

5. During the pendency of the proceedings different unions sprung up in different establishments and have put in their appearance (1) The shahabad Stone Workers' Union is representing some workers of employer No. 1. M/s. Shanabad & Martur Stone Supplying Co. (P.) Ltd., (2) The Chittapur Stone Quarrying Workers' Union is representing workers in only establishment No. 2 and (3) The Wardi Stone Marketing Co. Ltd., Workers' Union is representing some workers of employer No. 3. These three unions have also filed different statements of claims in respect of the workers who are their members. Their demands are almost similar. They have contended that as the conditions of labour and the rates of wages and the amenities differ from company to company and the Shahabad Stone Workers' Union has claimed different rates for the additional category of workers known as Hongunta Farshi Bandi workers and Hati Farshi lead and lift workers.

6. Each of these three unions has alleged that they are majority unions representing a large number of workmen. They have urged that the stone quarries are worked by manual labour. No machinery or power is used for excavating the stone slabs from the mines from 10 ft. to 20 ft. in depth. In farshni the slabs are obtained after reaching a certain level by removing the overburden consisting of earth on the outer surface and below layers of hard stone of varying thickness called dind which are the main operations in these quarries which can be termed as earth work, dind work and farshni. Earth work is concerned with removing the soil from the surface below upto the dind layers. This is a team work done by a group of workmen. Dind work is breaking hard stone into lumps upto the farshni level inclusive or lead and hit of the broken stone, which necessarily involves work by a group. Another important category of employees is called kattai workers who make artificial cuts in the sides of the quarry bed where there are no natural cuts. Then there are hand polishers and wagon loaders. In a tabular statement they have given their present rate of wages (as on 11th January, 1966) and their demands as under:—

Name of category.	Present rate	Demand
Earth work	35/-	38/- per 1000 ct.
Dind	52.50	55/- ,,
Farshni	2.95	3.50 per 100 s. ft.
Hand polish	15/-	18/- ,,
Wagon Hamali	10/-	12/- ,,
Kattai	20/-	22/- per wagon
(Hongunta) farshni bandi workers Hati farshni lead and lift upto siding	2.95+ 2.50 0.35	3.50+ 3 3.50+ 0.45

7. They have also stated the wages they were getting in the years 1962, 1963 and 1964 and that there was a little increase in the wages since the minimum wages were enforced. But they have contended that the increase is not in proportion to the increase in cost of living and the hard labour involved. The present rates are not enough even for subsistence of an average family of husband wife and three children. The

minimum necessities of life cannot be purchased by at the rates paid by the companies and hence it is necessary that the companies should pay dearness allowance to the employees to neutralize the ever increasing cost of living.

8. The employees Nos. 1, 2 and 3 have by their statements filed on 6th February, 1966, 15th February, 1966 and 24th February, 1966 have opposed the demands on more or less similar grounds. They have contended that they are not in a financially sound position to meet the demands of the employees. It has been contended that though the turnover of the business appears to be bigger it is a highly competitive business and even this business they were able to do due to acute shortage of cement and the controls on cement. The Director of Controlled Commodities was not giving any cement for flooring purposes and as such the public had to go in for Shahabad Stone for flooring purposes due to lack of cement. At that time the business had improved but now the position had changed and due to decontrol of cement the public can obtain cement and use it for any purpose they like and this will have an adverse effect on the company, and the management has no capacity to bear the financial burden, and it will throw them out of business if the demands are conceded.

9. It has been further contended that the employees are being paid the rates for the various operations on a consolidated wage and it is not split up as basic pay and dearness allowance and the demand for revision of the existing dearness allowance is not justified. There cannot be any revision of dearness allowance when actually there is no dearness allowance as such and Government has not applied its mind to the facts and circumstances before making the reference. Moreover the wages paid to the workmen taking into account the work done by them are favourable as compared to the wages paid to other employees in the region. The wages are also favourable compared to the minimum wages fixed by the State Government for similar type of work. The management have been increasing the wages almost every year and the demands are not justified.

10. Employers Numbers 4, 5 and 6, 7 have not filed any statement.

11. After the receipt of the statements of claims and replies the proceedings were required to be adjourned for negotiations and settlements and the employers Numbers 1, 2, 3 and 7 filed settlements alleged to have been made with some of the unions. Employer No. 1 filed a settlement dated 22nd April, 1967 agreeing to certain terms and conditions with the union, the Shahabad Stone Workers' Union, Shahabad. The employer No. 2 (The Chittapur Stone Quarry Co. Pvt. Ltd.) entered into a settlement dated 24th May, 1967 with five representatives of the workmen and filed the same under a covering letter dated 30th May, 1967. Similarly employer No. 3 the Wadi Stone Marketing Company Private Ltd., had entered into a compromise with the Wadi Stone Marketing Co. Ltd. Workers' Union which is dated 11th July, 1966. Employer No. 7 though had not filed any written statement settled the dispute with the Tandur Stone Quarries Labour and employees Union on 11th August, 1967 and all the four employers are requesting the tribunal to pass awards in terms of the settlements.

12. However, the (INTUC) unions the Shahabad & Martur Stone Quarry Labourers and Employees Union and the Tandur Stone Quarries Labour and Employees Union have by their statement dated 24th May, 1966 filed in this reference No. 5/66 contended and made a grievance that the rival unions (1) The Shahabad Stone Quarry Workers' Union (2). The Chittapur Stone Quarry Workers' Union (3) The Wadi Stone Marketing Co. Ltd., Workers' Union,

which have appeared and signed adjournment applications. These unions are sponsored by the Employers to rival with the Tandur Navagrastone quarries labour employees union and the Shahabad Martur Stone quarries labour and employees union. By similar statement dated 22nd February, 1969 and filed in both the reference they contended that the rival unions have filed agreements dated 11th July, 1966, 22nd April, 1967 and 25th April, 1967. These unions have been recently formed by the management to sabotage the real and genuine demands of the workers engaged in the stone quarry industry. It was contended that at the time of the raising of the demands or the conciliation proceedings none of these unions existed nor did they represent the workers but now the various companies have sponsored these unions. However, they have negligible backing from the workers. The settlements produced are connived agreements prepared by the managements to suit their purpose to crush the demands of the workmen. The rates agreed are too much below the minimum wages fixed by the Minimum Wages Committee 1961 and the settlements should not be accepted.

13. By the settlements with the new unions the rates were revised and it appears that the employers started paying the enhanced rates of wages and both the parties appeared to be not particular about the issues involved in this reference. They were serious mainly about the other reference (Reference No. 5/66) regarding holidays and every now and then asked for adjournment in both the references for negotiations. In the meanwhile a different fourth union by name The Stone Quarry and Polishing Workers' Union Wadi registered on 28th May, 1970 put forth its appearance in the two references by application dated 15th May, 1971 contending that the workers were formerly represented by the Wadi Stone Marketing Co. Ltd. Workers' Union and it has subsequently changed its name. This union further contended that the workers had never raised any demand to the company but the Government has directly made the reference. It has been further contended that the workers have settled the dispute directly and there remained no dispute now.

14. The present reference and Reference No. 5/66 were made because of the demands made by the INTUC Shahabad & Martur Stone Quarry Labourers and Employees' Union. After the reference order, this union though filed a statement of claim against employers (No. 1) (M/s. Shahabad & Martur Stone Supplying Co. Pvt. Ltd.), (No. 2) Chittapur Stone Quarrying Co. Pvt. Ltd. and No. 7 Gingurthi Stone Company, they did not file any statement of claim against four employers viz.. M/s. Wadi Stone Marketing Co. Ltd., (No. 3) M/s. Vijaya Stone Supplying Co. Seram, (No. 4) M/s. Karnatak Stone Supplying Co. Seram (No. 5) and M/s. Stone Co. Ltd., (No. 6). I have already stated that the Wedi Stone Marketing Co. Ltd., Workers' Union has filed a statement of claim on behalf of the workers and had raised contention similar to these raised by the other new unions.

15. However, neither the workers nor any union filed any statement of claim against employers Numbers 4, 5 and 6. Specific notices were several times issued to the parties concerned about filing statements but no statements have been filed and nobody had appeared either for employers Nos. 4, 5, 6 or for their workers and it appears that the parties are not interested in the issues involved in the reference and the reference against employers Numbers 4, 5 and 6 will be disposed of by passing no award. It is only the employees of the four companies the employer Nos. 1, 2, 3 and 7 have filed statements and settlements and I shall consider the reference pertaining to them.

16. The (INTUC) Labourers and Employees union had raised some contention about rates of wages of some items of work and Dearness Allowance etc. However, as the workers and unions have filed settlements alleged to have been arrived at with the four

managements, I shall first discuss the question whether the terms of these settlements are reasonable and they are binding on the parties.

17. The settlements are between the following parties on the following dates.

1. Employer No. 1 and the Shahabad Stone Workers union Shahabad dated 22nd April, 1967.
2. Employer No. 2 and the workers represented by the 5 Elected workers dated 24th May, 1967.
3. Employer No. 3 and the Wadi Stone Marketing Co. Workers Union dated 11th July, 1966 and subsequently review with by the M/s. Stone Quarrying & Polishing Workers Union.
4. The Employer No. 4 and the (INTUC) Labour & Employees Union dated 11th August, 1967.

The fourth settlement between the employers No. 7 and (INTUC) Labour Union is not challenged by any union and I shall first discuss about it.

18. The (INTUC) Tandur Stone Quarries Labour and Employees Union is representing the employees of employer No. 7 the Gingurthi Stone Quarrying Co. The Union had filed a statement of claim against the employers. No other union represents the workmen of this company. The employers had not filed any written statement and subsequently informed the Tribunal by their letter dated 29th July, 1970, that after the present reference was made a settlement in respect of the revision of wages of all categories of workers had been reached between the management and the workers represented by the Tandur stone Quarries Labour and Employees Union. They have filed the settlement and Shri Manik Arke appearing on behalf of the employers has submitted that the INTUC union represented by Shri Chandrashekhar itself has entered into this settlement. The terms are reasonable and an award should be passed accordingly.

19. It is not dispute that the Tandur Stone Quarries Labour and Employees Union and the management have entered into this agreement and the employers are paying the workers wages as agreed. The terms of the settlement are as follows:—

Terms of Settlement

The following categories of workmen will be given revised rates of consolidated wage inclusive of Dearness Allowance: effect from the week commencing from 21st June, 1967 as per schedule attached here-with.

Categories

1. Earth Workers.
2. Dind Workers.
3. Farshi Workers.
4. Kattai Workers.
5. Lorry Loading and unloading.
6. Wagon Loaders.
7. Hand Polishers.
8. Farshi Uthwari Hamali.

2. The Tool Allowance payable to earth workers, Dind workers and Farshi Workers, and hand polishers in pursuance to the settlement dated 7th January, 1965 and lead and lift whenever applicable are now included in the wages to the said categories for the sake of mutual convenience and no separate tools allowance will be payable to these workmen.

3. It is agreed that wages at the agreed rate will be payable to the workmen with the retrospective effect for the four months period prior to 21st June, 1967 (21st June 1967). The difference in wages for two months will be paid on or before 13th August, 1967 and the remaining two months will be paid on or before 30th September, 1967.

4. The above wages will be in force for a period of three years.

5. In consideration of the increase in wages granted to the workmen of the establishment, the workmen undertake not to demand any increase in rates of wages in respect of the above agreed categories of work during the period of the operation of the settlement.

6. The aforesaid undertaking given by the workmen will not deprive the workmen of any of the statutory benefits which may be conferred on them by any new enactment, which may be passed.

7. Both the parties agree that this settlement will be filed before the Central Government Industrial Tribunal requesting the Tribunal to pass an award in terms of this settlement.

SCHEDULE

Category of Work	Consolidated rate agreed inclusive of lead and lift: Tool Allowance etc.
1. Earth work	Rs. 40.00 per 1000 cft. (including porka Tharagu Work) including took allowances and lead and lift.
2. Dind work	Rs. 56.00 per 1000 cft. (including tool allowance and lead nad lift)
3. Farshi work	Rs. 4.00 per 100 sft. (including stone cutting and stone sizing.) including tool allowance.
4. Kattai Workers	Rs. 0.30 paise per 6" Cft.
5. Lorry Loading and Unloading	Rs. 1.75 : 2.75 and 4.25 per trip as applicable.
6. Wagon Loading	Rs. 14.00 per wagon.
7. Hand Polishers	Rs. 0.18 paise per Sft.
8. Farshi Uthwari Hamali	Rs. 1.00 more per 1000 Sft. than the existing rate.

Dated :—ii-8-1967.

20. Shri Manik Arke who is the Secretary of the Stone Quarry Lease Holders' Association and who is representing the employers in the present reference was present at the time of this agreement. He has been examined as a witness on behalf of the employees. He has stated that the agreement has been signed before the Assistant Labour Commissioner (Central) Hyderabad. It is clear from the document also that the same has been executed before the Assistant Labour Commissioner (Central) and it can be presumed that labour commissioner must have applied his mind to the terms agreed. The company has revised the wages and increased the rates. The workers are being paid wages at the new rates. There is no grievance as on the part of the workers and it shall have to be held that the rates are reasonable and as no party challenges the settlement an award shall be in terms of the same.

21. The Shahabad and Martur Stone Quarry Labourers and Employees' Union had contended that the three new unions to whom notices were not issued by Government and who appeared subsequently were not representing the workers and the settlements entered into by the employers with these unions should not be accepted. The terms of settlement entered into between the Shahabad Stone Workers' Union and the company are as follows:—

Terms of Settlement

1. The following categories of workmen will be given revised rates of consolidated wage inclusive of dearness allowance effective from the week commencing

from 24th April, 1967 as per schedule attached herewith.

Categories

1. Earth Workers.
 2. Dind Workers.
 3. Farshi Workers.
 4. Kattai Workers.
 5. Hand Polishers.
 6. Wagon Loaders
 7. Lorry Loaders.
2. The Tools allowances payable to earth workers, Dind Workers, Farshi Workers and Hand Polishers in pursuance to the settlement dated 7th January, 1965 and lead and lift whenever applicable are now included in the wages to the said categories for the sake of mutual convenience and no separate tools allowance or lead and lift will be payable.
3. The above wages will be in force for a period of three years.
4. In consideration of the increase in wages granted to the workmen of the establishment the workmen undertake not to demand any increase in rates of wages or demand any dearness allowance for the said period of three years and further agree that no demand which will involve additional financial liability to the company will be made during the period of the operation of the settlement.
5. The aforesaid undertaking given by the workmen will not deprive the workmen of any of the statutory benefits which may be conferred on them by any new enactment which may be passed.
6. Both the parties agree that this settlement will be filed before the Central Government Industrial Tribunal requesting the Tribunal to pass an award in terms of this settlement.

Dated: 22nd April, 1967

SCHEDULE

Category of Work	Rate Settled
1. Earth Work	40.00 per 1000 Cft. (including Porka Tharagu work including tool allowance and lead and lift).
2. Dind Work (including Tool allowance).	56.00 per 1000 Cft.
3. Farshi Work (including Tool Allowance)	4.00 per 100 Sq. ft.
4. Kattai workers	21.00 per 100 Sq. ft. (including tool allwance)
5. Hand Polish	17.00 per 100 Sq. ft.
6. Wagon Loaders	12.00 per wagon.

22. After the statement of claim filed by the workers represented by the Chittapur Stone Quarrying Co. Workers' Union the workers have settled the dispute with the company and the parties have filed terms of settlement which is signed by five representatives of workmen. The terms are as follows:—

Terms of Settlement

Revision of rates of wages for the workers:—

1. The following categories of workmen will be given the revised rates of consolidated wage, inclusive of Dearness Allowance, effective from 1st April, 1967 as per the Schedule attached herewith.

Categories

1. Earth Workers (including Porka tharagu workers)
2. Dind Workers.
3. Farshi Workers.
4. Kattai Workers.
5. Wagon Loaders.
6. Hand Polishers.

2. The tools allowance payable to earth workers, Dind workers and Farshi workers in pursuance to the settlement dated 7th January, 1965 is now included in the wages to the said categories, for the sake of mutual convenience and no separate tools allowance will be payable to those workmen.

3. The above wages will be in force for a period of three years.

4. In consideration of the increase in wages granted to the workmen of the establishment the workmen undertake not to demand any increase in rates of wages or demand any dearness allowance for the said period of three years and further agree that no demand which will involve additional financial liability to the Company will be made during the period of the operation of the settlement.

5. The aforesaid undertaking given by the workmen will not deprive the workmen of any of the statutory benefits which may be conferred on them by any new enactment, which may be passed.

6. Both the parties agree that this settlement will be filed before the Central Government Industrial Tribunal requesting the Tribunal to pass an Award in terms of this settlement.

SCHEDULE

Category of Work	Rate Settled
1. Earth Work	37.50 per 1000 Cft. (including Pool Allowance and lead and lift).
2. Dind Work	55.00 per 1000 Cft. (including Tool allowance and lead and lift).
3. Farshi Work	4.00 per 100 Sq. ft. (including Tool Allowance)
4. Kattai Work	0.45 per 2 running feet.
5. Wagon loading	13.00 per wagon.
6. Hand Polishers	17.00 per 100 Sq. ft.

Dated : 24-5-67

23. I have already discussed in paras 19 and 20 the settlement entered into by the employers No. 7 Gingurthi Stone Company and one of the unions on record in this office viz. the (INTUC) Tandur Stone Quarries Labour and Employees Union and held that the terms of that agreement are reasonable. These rates of wages agreed by the Employer No. 1 and Employer No. 2 with their workers in these two settlements, are more or less at the same basis. Some items which are importance have the same rates. The (INTUC) Labour and Employees Union have not shown that these rates are unreasonable. The settlements took place in the year 1967. The workers are getting wages as per the rates revised by these settlements. But the references remained pending because of the contentions and rivalries between the unions. The terms of both this settlements are reasonable. Shri Kamat appearing for the two unions has submitted that an award should be passed in terms of the settlement. Shri Arke appearing for employers support

this settlements and there is no reason why the agreements should not be accepted.

24. The (INTUC) Labourers and Employees Union had contended that the new unions have no following and Shri Chandrashekhar has also led some evidence to support their contentions. However, in view of the evidence and the circumstances brought or record show that the registration of the Shahabad & Martur Stone Quarries Labourers & Employees' Union has been cancelled long before and I do not think it necessary to discuss the evidence in detail. Shri Haranatha Rao, Advocate appearing for the Shahabad Stone Workers' Union has examined one Shri Shivruddappa son of Malleshappa who has produced the union membership registers for the year 1963-64 onwards. He has also produced the returns from the year 1963-64 and the evidence clearly shows that the Shahabad Stone Workers' Union was also representing the workers of the Shahabad & Martur Stone Supplying Co. from the year 1963. This union has entered into a settlement with the employers and as the terms are reasonable there is no reason why the settlement should not be accepted.

25. As regards the contention about the management No. 2 Shri Chandrasekhar has examined witness Brahmaiyya son of Giddappa to show that his union has some following among the workers of employer No. 2 (Chittapur Stone Quarrying Co.) and the witness has stated that he is a member of the Shahabad & Martur Stone Quarries Union. However, the registration of the union has been already cancelled. It is also clear the evidence of this witness that there is some agreement between the company and the workers and they are getting Rs. 4 for farshi cutting under that agreement. It is not in dispute that this (INTUC) Shahabad & Martur Stone Quarries Union has not

entered into any agreement with this employer and it is clear that the evidence of this witness that his union has entered into an agreement is incorrect. However, the statement of the witness that workers are getting Rs. 4 for farshi cutting work shows that the agreement entered into by the representatives of the workers is being implemented. Shri Kamat, Advocate appearing for the union and Shri Manik Arke appearing for the employers have both requested the Tribunal to pass an award in terms of the settlement. The evidence shows that the settlement made by the five members of the union is accepted by the workers. There is no evidence about any complaint and it also shows that this union represented by Shri Kamat has necessary following amongst the workers and the settlements will be binding on the parties.

26. I have already observed that the (INTUC) Shahabad & Martur Labour and Employees Union has not filed any statement of claim against employer No. 3 Wadi Stone Marketing Co. Pvt. Ltd. It was the Wadi Stone Marketing Co. Ltd., Workers' Union that had filed a statement of claim asking for revision of wages. Subsequently this union settled the dispute with the employers and filed terms of settlement dated

11th July, 1966. But they had again revised the rates. Shri A. T. Joshi, Labour Adviser appearing on behalf of the company had by his memorandum dated 20th December, 1969 stated the rates current as on 1st December, 1969. There were some more revisions subsequently. In the meanwhile the stone Quarry Polishing Workers' Union was formed and the workers of this union were represented by Shri S. B. Kamat, Advocate. Shri Kamat has stated that the workers are being paid the rates stated by Shri Joshi and both parties have requested that an award should be passed in accordance with the agreed terms.

27. The terms of settlement are as follows:—

Category of Work	Previous consolidated wage rates	Tool allowance	From 1-11-66 New consolidated wages including tool allowance wherever applicable.	From 1-12-69
1. Earth work (including Porka Tharagu work and lead and lift) per 1000 cft.	35.00	0.50	36.00	40.00
2. Dind work (including lead and lift) per 1,000 cft.	50.50	1.00	54.00	57.50
3. Farshi Work per 100 Sq. ft.	3.00	0.50	3.50	..
3A. General size farshi per 100 Sq. ft.				
<i>Thickness-wise</i>				
3/4" to 4"				4.00
4½" to 6"				5.50
6½" to 8"				6.50
<i>Special Size</i>				
3/4" to 4"				5.50
4½" to 6"				6.50
6½" to 8"				8.50
3B. Pitching for 100 Nos.	3½" to 4" 4½" to 6" 6½" to 8"			5.00 6.00 7.00
4. Ketai per gunia		0.42	..	0.44
5. Lorry loading and unloading per 100 Sq. ft.		10.31		0.35
5A. For slabs of ½" to 2" thickness				0.38
5B. For slabs of 2½" to 3" thickness				0.55
6. Wagon loading per wagon of 22 tons		11.00	..	12.00
				17.00

Category of work	Previous consolidated rates	Tool Allowance	From 1-11-66 New Consolidated wages including tool allowance where ever applicable	From 1-12-1969
7. Hand Polishers per 100 Sq. ft.	15.00	..	16.00	17.00
8. Bandi Kiraya 100 Sq. ft.				
3½" to 2"				2.75
2½" to 3"				4.20
9. Time Rates :				
A. Male Mazdoor Dind Breaker Soft Dind.				2.25
B. Thick and Hard Dind breaker				3.00
C. Thick layer breaker				2.75
D. Hard Dind breaker				2.50
E. Male mazdoor (lifter)				2.00
F. Female Mazdoor (loader)				1.50

Comparing these terms of settlement with the terms and rates in the other settlement. It is clear that these terms are reasonable.

28. There are in all four settlements. I have gone through the rates of wages for the various items of work and the category of workers and comparing them with the undisputed settlement entered into by the (INTUC) union, it shall have to be held that the rates in all are reasonable. There is slight variation in some rates such as transporation, Loading and unloading Dind Work. But this variation will not show that the rates are not reasonable as it is clear that the working conditions are different at different places. Transport charges will depend upon the distance, loading unloading also upon the condition and situation of the place and the stock. Similarly rates for Dind work will be different and will depend upon the thickness of earth layer and the hardness of the upper stone. The settlements are entered in 1967 and the workers are paid accuracy. Not a single worker has come forward to say that these rates are not acceptable and it shall have to be held that the terms are reasonable.

29. The reference order had also directed to consider the rate of dearness allowance to be paid to the workers. However, it is clear from the various settlements that the workers are being paid consolidated rates and Dearness Allowance has been taken into consideration. The witnesses examined by the union are not in services of the companies. Even the rates agreed by the INTUC union are consolidated and in view of the settlement there is no question of Dearness Allowance. For the same reason the contention that further cutting and sizing are two operations does not survive. All the settlements refer to these items as Farshi Work and provide one rate of wages.

30. The Employers have produced the evidence of the Income-tax, assessment orders to show their financial capacity. However, as the agreements are held to be reasonable it is not necessary to discuss the evidence. Shri Dharap on behalf of the (INTUC) union has further argued that the Tribunal should take into consideration, the notification issued under the minimum wages Act. Government has fixed minimum rates and the settlements should not be accepted. However, it is not in dispute that the settlement took place in the year 1967 and the notification is dated 21st November, 1970 published in the year 1971. The union has not shown to what particular items it is applicable. All the workers are not interested in that respect and of those workers who have a right under the minimum wages Act, they can make separate applications regarding the same. As there are

settlements, It will not be proper and convenient to consider the effect of the notification in this reference.

31. The Shahabad & Martur Stone Quarries Labour and Employees Union had challenged the settlements entered into by the employers with the other unions contending that these unions were sponsored by the managements and the rates were not reasonable. I have already stated that the Shahabad & Martur Union's registration has been cancelled and there is no evidence to suggest that these new unions are not representing the workers. They have therefore every right to enter into these agreements.

32. A comparison of the rates of wages in the terms of settlement which these unions have entered into with the rates negotiated and obtained by the (INTUC) Tandur Stone Quarry Labourers and Employees Union with employer No. 7 clearly shows that these rates are reasonable and in some cases better. I therefore pass an award in terms of the agreements entered into with their workmen and reproduced above in respect of employers Numbers 1, the Shahabad & Martur Stone Supplying Co. Pvt. Ltd., No. 2 Chittapur Stone Quarrying Co. Pvt. Ltd., No. 3 Wadi Stone Marketing Co. Ltd. Wadi and 7 Gingurthi Stone Company and no award in respect of employers No. 4 M/s. Vijaya Stone Supplying Co. Seram, No. 5 M/s. Karnatak Stone Supplying Co. Seram and No. 6 M/s. Stone Co. Ltd.

No order as to costs.

(Sd.) A. T. ZAMBRE,
Presiding Officer,
Central Government Industrial Tribunal,
Bombay.

[No. 36(11)/65-LR-I(LR-IV.)]

New Delhi, the 2nd March 1972

S.O. 863.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras, in the industrial dispute between the employers in relation to the management of Plant No. 1 of the Indian Rare Earths Limited, Manavalakurichi, Tamil Nadu and their workmen, which was received by the Central Government on the 23rd February, 1972.

**BEFORE THIRU K. SEETHARAMA RAO, B.A., B.L.,
INDUSTRIAL TRIBUNAL**

(Constituted by the Central Government)

Saturday, the 29th day of January, 1972

PRESENT:

Thiru K. Seetharama Rao, B.A., B.L., Presiding Officer

INDUSTRIAL DISPUTE NO. 57 OF 1971

[In the matter of the dispute for adjudication u/s. 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the management of Plant No. 1 of the Indian Rare Earths Limited, Manavalakurichi, Tamil Nadu].

BETWEEN:

Thiru C. Kasi Nadar,
C/o. Kanyakumari District Minerals Workers Union,
D.C.C. Building, Nagercoil, Tamil Nadu.

AND

The Chief Administrative Officer,
Indian Rare Earths Limited, (Minerals Division), Beach
Road, Quilon, (Kerala).

REFERENCE:

Order No. 10/35/70-LR-IV, dated 1-9-1971 of the Ministry of Labour and Rehabilitation, Department of Labour and Employment, Government of India, New Delhi.

This dispute coming on for final hearing on Tuesday the 25th day of January, 1972, upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru A. L. Somayaji for Thiruvalargal Aliyer and Dolla and K. S. Narayanan, Advocates for the worker and of Thiru K. V. R. Shenoi of Menon and Pai, Advocates for the Management and having stood over till this day for consideration, this Tribunal made the following.

AWARD

The issue for consideration is the reference made by the Government of India, as follows:

"Whether the action of the management of Plant No. 1 of the Indian Rare Earths Limited, Manavalakurichi, Tamil Nadu, with registered office at Pil Court, 6th Floor, 111, Queens Road, Bombay-1, in dismissing Sri C. Kasi Nadar, Mining area worker, from service, is justified? If not, to what relief is the workman entitled?".

(2) The Union contended that the worker concerned has put in a total service of 13 years in the Mineral concerns of the Company. In fact, in 1969, Supervisors by name Thiru Rahim and Thiru Narayana Perumal (M.W. 1 and M.W. 2) did commence to organise a rival Union, known as Manavalakurichi Minerals Employees Association. The above supervisors did seek to compel these workers and other workers to join the new Union mentioned above. And that is how, 34 workers including the petitioner (W.W. 15) did send in a petition [Ex. M-7(a)] to the management, against the supervisors mentioned above. In that petition, Ex. M-7(a) dated 29-10-1969, the workers made lawful and legal representation to the management against the supervisors, and yet, the supervisors were not even called upon to explain the allegations contained against them, and instead, the averments in Ex. M-7(a) were straight away held to be false. Subsequently, on the basis of the above investigation report made in Ex. M-8(b), this worker was called upon to explain as to why he had made false allegations against the supervisors. The Investigating Officer, who sent up the report in Ex. M-8(b) assumed the role of one Enquiry Officer (M.W. 12), who conducted a farcical enquiry. The relevant records

filed by the management, for dismissing the petitioner were not served on him at the time of the enquiry. Full opportunity was not given to the petitioner to defend himself and ultimately, dismissal order was passed on grounds totally extraneous to the enquiry, like the accusation contained in the dismissal order about the worker doing go-slow work and so on, in relation to which accusation, no opportunity was ever given to the worker to defend himself to any extent.

(3) The management contended that the charge memo (Ex. M-1) was issued to the worker. The worker gave the explanation in Ex. M-2. The enquiry notice was issued in Ex. M-3 and regular enquiry was conducted on 30-12-1969 (Ex. M-4 file). The enquiry officer, who is M.W. 12, had no axe to grind to pass any illegal order not justified on the basis of the evidence furnished before him. He had no motive to victimise the worker. The complaint dated 29-10-1969 [Ex. M-7(a)] was proved to be maliciously false. There was investigation into that complaint Kasi Nadar is not entitled to reinstatement. There has been no violation of the provisions of Standing Orders. Punishment awarded was proper and correct. The management has lost confidence in Kasi Nadar and no more trust could be put on him and Kasi Nadar's continuance in service was not at all conducive to maintenance of peace in the establishment.

(4) My finding is that the domestic enquiry was vitiated, in that no opportunity had been given to the worker to cross-examine any witnesses examined by the management and, secondly, the investigating officer (M.W. 12), who had held earlier that the complaint filed by Kasi Nadar and 33 other workers, was false, later assumed the role of an enquiry officer, who purported to determine the issue as to whether Kasi Nadar had really made a true or a false complaint to the management about two supervisors, namely, M.W. 1 and M.W. 2 wanting the workers to join the new Union. The enquiry file also discloses as to how the enquiry officer has not even recorded evidence in an acceptable way. He had not the patience to write out, what the witnesses had stated before him. Instead, he wrote the word 'do-do' against several questions, in respect of the deposition of several witnesses. It is clear from a reading of the enquiry file in Ex. M-4, that in fact, there was no enquiry at all. Many of the signatories to Ex. M-7(a) had stated that the allegations contained in the petition were true and some other witnesses also examined by the management, however, stated that the allegations contained in the petition were not true. The enquiry officer had therefore before him, two sets of witnesses of the management, one set speaking for Kasi Nadar and another set of witnesses speaking against him, and yet, in the finding given by the enquiry officer, there is no reference whatever to the witnesses, who had spoken in favour of Kasi Nadar, though actually, they were also witnesses for the management. The record speaks for itself. Nowhere is there writing that Kasi Nadar was given an opportunity to cross-examine any witness. The word 'cross-examination' is not there written against any witness. And instead, the enquiry file shows that just some questions and some answers were recorded in a most desultory manner and whenever the enquiry officer felt like it, he put the word 'do' against answers, and whenever he felt that he should record the answer in full, he wrote as to what the witness had deposed to, as before him.

(5) The learned counsel for the management urged before me that specific averments are not there in the claim statement to the effect that no opportunity was given to cross-examine any witness. But then, it is seen that the claim statement is not to be treated like a plaint in a civil suit, to contain every averment in detail. In law, it is sufficient that the averments were made that the enquiry is vitiated, in that, the enquiry officer had failed to follow principles of natural justice. The enquiry file was with the enquiry officer. It is nobody's case that the findings given by the enquiry officer were ever communicated to the worker.

(6) The dismissal order makes every strange reading (Ex. M-6). The writing is as follows:

"Apart from the above there was also a complaint from 29 workers in the Mining Area to the effect that Shri Kasi Nadar and some others were wilfully disturbing the Mining Area workers and inducing them with malicious motives to create trouble and disobey their superiors. This matter was also enquired into on 13-12-1969, and it was proved that the complaint raised against Shri Kasi Nadar was true. This is also undoubtedly a very grave misconduct on the part of the workmen concerned."

It is strange as to how the Chief Administrative Officer could refer to the above issue about which there was no enquiry like Kasi Nadar going slow in his work and creating disturbances amongst workers.

(7) As is conceded by the learned counsel for the management, on the above issue, about going slow, there was no enquiry. The enquiry was limited to the charge contained in Ex. M-1, about Kasi Nadar being the person who sent a false petition, along with 33 others, against his superiors, who were M.W. 1 and M.W. 2, an offence that is punishable with dismissal under the Standing Orders. Reference to the above charge is made in the dismissal order in paragraph 2 of the order. Making false allegations against superior officers, as is written by the Chief Administrative Officer, was a serious offence, but then, the 3rd paragraph refers to something totally different from the charge in Ex. M-1. The 3rd paragraph refers to go-slow policy adopted by workers, at the instance of Kasi Nadar. In my view, as there was no enquiry into the other charge about going slow and not even a charge was framed in relation to go-slow tactics, said to have been adopted, on the face of it, it does appear that the dismissal order is vitiated in entirety in that, the Chief Administrative Officer relied on an issue on which he could not rely, even as per Standing Orders of the Company. I find that the enquiry was done in a way opposed to all principles of natural justice in that no opportunity was ever given to the worker to cross-examine a single witness. The record maintained by the enquiry officer is bereft of relevant particulars. Thirdly, the enquiry officer had to be necessarily different from the one who earlier did the initial investigation to determine whether the complaint made by Kasi Nadar and 33 others against their superiors was indeed false, which investigation was done by him, at the back of Kasi Nadar and the other signatories. Such a person who gave a pre-finding and a pre-determination on the issue about averments made in the complaint by Kasi Nadar and 33 others being false, how could such a person later sit judicially determine in a so-called enquiry the truth or otherwise of the charge that the complaint made by Kasi Nadar was entirely false and so Kasi Nadar was guilty. After I gave the above finding, both sides were given an opportunity to tender evidence before me to prove or disprove the charge in Ex. M-1. That is how, later, 15 witnesses were examined by the workers, as against 12 witnesses examined by the management.

(8) M.W. 1 is the Mining Supervisor, whose Mistry is M.W. 2. The allegations were made against M.W. 1 and M.W. 2 and also M.W. 12 [Ex. M-7(a)]. The allegations were to the effect that M.W. 1 and M.W. 2 were seeking to organize a new Union compelling workers, at the point of losing their jobs, to join the new Union sponsored by M.W. 1 and M.W. 2. M.W. 1 further deposed that, as before M.W. 3 who investigated into Ex. M-7(a) complaint, Kasi Nadar represented the other signatories.

(9) The motive for sending the false complaint in Ex. M-7(a) is the complaint in Ex. M-10 dated 27-9-1969, sent by M.W. 1 against Kasi Nadar. Actually, the workers themselves had reported against Kasi Nadar in Ex. M-8(a) dated 27-11-1969 that Kasi Nadar was not allowing the workers to do this legitimate duties to reach the specified workload.

(10) Ex. M-8(a) reads that the signatories were loyal workers interested in the prosperity of this particular Industrial Unit. Actually, Kasi Nadar, N. Ponnaian, N. Chella Nadan and V. Thangamani were sowing seeds of dissension amongst workers and bringing about disruption in the cordial relationship between the Management and the loyal workers. These loyal workers who signed in the above petition requested the Management to take action against the above four workers, inclusive of Kasi Nadar. M.W. 1 wrote in Ex. M-10 even on 27-9-1969 that Kasi Nadar had instigating others to do slow work and that on 27-9-1969 he had stopped his work and he had abused the Supervisor and that for workers, namely Subramanian, T. Thanakamony, K. Parameswaran and N. Thankappan had already complained about Kasi Nadar instigating them to do slow work. Now Ex. M-8(a) is dated 27-11-1969, while Ex. M-10 is dated 27-9-1969 and hence, in my view, the basis for sending Ex. M-10 report is not at all Ex. M-8(a) complaint. M.W. 1 added that on 22-9-1969 and again on 24-11-1969 he had complained against Kasi Nadar in that Dally Report book (Ex. M-11 and Ex. M-12).

(11) Now M.W. 1 admitted that the Union known as Manavalakuruchi Minerals Employees Association was started for the first time in 1969 and that was Workers Union and M.W. 1 could not deny that Maistries or Supervisors were also members of that Union. Was there a settlement at any time with that new Union about workload specified in Ex. M-10 notice? Did the Congress Union of which Kasi Nadar is a member ever accept the settlement in Ex. M-22? M.W. 1 deposes as follows:—

"A new Union came into vogue only on 1969 and the name of that Union is not known to me, but that Union has registered No. KKM and that Union is even now functioning. The Union to which Kasi Nadar belonged was a union that always gave maximum trouble to our Management. It is associated with INTUC and that is a very ancient Union. He was a chief for that union and he was all in all for that Union. The new Union for workers that came into vogue in 1969 must have got majority of workers on its rolls as members. I and the Mistry allot work to every worker day after day."

(12) If the report, of which the copy is Ex. M-10, is the motive for sending the so-called false petition in Ex. M-7(a) it is not known as to why that motive was not at all referred to in the evidence of M.W. 1, at the domestic enquiry. M.W. 1 deposed as follows:—

"I had Ex. M-10 with me at the time of domestic enquiry against Kasi Nadar. I did not state at the domestic enquiry anything about the original of Ex. M-10 as I was not asked about the same."

I fail to see how it could ever be that the so called motive for sending the false so called petition in Ex. M-7(a) could be missed to be referred to by M.W. 1 at the domestic enquiry. Also in the charge in Ex. M-1, the motive for filing the so-called false petition is not mentioned. In the report in Ex. M-7(c) described as the investigation report, there is no writing as to what motive the workers had malign to Supervisor and the Mistry.

It passes my understanding as to how the investigating officer, who, later, himself conducted the domestic enquiry into Ex. M-1 charge could fail to pose for himself the question as to what motive the workers had to send up the petition in Ex. M-7(a).

(13) The fact that a new Union was started in 1969 and that the Union run by Kasi Nadar is not having the majority of workers, on its rolls, at present is a significant factor that was failed to be noted by the Enquiry Officer.

(14) M.W. 2 admitted that Ex. M-7(a) petition was filed by 33 persons and only some of them are members of the Union led by Kasi Nadar and other signatories were members of other Unions.

(15) M.W. 2 admitted the truth that, at the domestic enquiry, 10 to 14 workers examined by the Management had tendered evidence in favour of Kasi Nadar. He denied the suggestion that signatories who went back on their signatures in Ex. M-2(a) were given lighter work. He admitted that in 1969, the new Union started to commence functioning. In 1969 itself that Union, newly started, got majority of workers enrolled as members of that new Union. In my view, it is significant that the new Union assume such strength in such quick time in 1969 and the fact is that the new Union practically rendered Kasi Nadar's Union (Congress Union) into a minority Union. M.W. 2 admitted that none of the signatories in Ex. M-7(a) had anything against him or M.W. 1. In my view, M.W. 2 prevaricated, when he deposed further as follows:—

"I and M.W. 1 questioned 33 signatories in Ex. M-7(a) as to why they had signed the petition in Ex. M-7(a) against us. I want to clarify that I made no enquiries of any of those signatories, before the 1st enquiry commenced by the Management."

What is admitted by M.W. 2 is that the charge about go-slow in 1969 was made against four workers, who were all members of the Union led by Kasi Nadar. In my view, the very fact that not even a worker was questioned their as to why he had signed in the petition in Ex. M-7(a) is indicative that M.W. 2 knew that he was in fact connected with the new Union sponsored in 1969. It does appear that the allegations in Ex. M-7(a) were true that the Supervisor and Mastry were vigorously canvassing for that Union that gained strength and full stature, in such quick time in 1969 itself.

(16) M.W. 3 is the Enquiry Officer who referred to his proceedings in Ex. M-4. The learned counsel for the Management referred to Ex. M-8(b), the investigation report into the complaint by workers [Ex. M-8(a) complaint] that they were prevented by Kasi Nadar and three others from doing the scheduled work. It is amazing as to how M.W. 3 could depose that in Ex. M-8 proceedings the witnesses had stated that Kasi Nadar was the leader, out of the four, mentioned in Ex. M-8(a) petition to sponsor go slow tactics. M.W. 3 completely betrayed himself and his report, when he tendered the following evidence:—

"Question: Now read that evidence and please let us know where it is that the witnesses have stated that Kasi Nadar has directed and the other three merely helped Kasi Nadar to do instigation to go slow?"

Answer: I admit that none of the witnesses stated that Kasi Nadar had done anything more than the other three mentioned in the complaint and yet in my report, I have written that Kasi Nadar was a leader who directed others. I heard from others orally that Kasi Nadar was a leader and I based my finding on what I heard from others. About go slow tactics and preventing others from working there was no domestic enquiry and, admittedly, three other workers also found guilty as per Ex. M-8 proceedings where not punished at all to any extent, despite the report in Ex. M-8(b) dated 26-12-1969."

(17) M.W. 3 rendered in the domestic enquiry as one totally vitiated by the following admission made by him about domestic enquiry into Ex. M-1 charge. "Because at the time of investigation I had orally questioned all the 33 signatories, in Ex. M-7(a). I gave the findings at the domestic enquiry that Kasi Nadar was guilty." In my view, it is most arbitrary that, even when there was no evidence, it was reported upon by M.W. 3 in

Ex. M-8 that Kasi Nadar was the leader who had instigated others to go slow or interrupted others from doing work.

(18) M.W. 4 explained that he signed in Ex. M-7(a) at the instance of Kasi Nadar, who he would say, misled him to sign in it, but then, his evidence is not quite consistent with what he had deposed to as before the Enquiry Officer. Finally, the witness gave himself away by admitting as follows "I had some dispute about work between me and Kasi Nadar, and so I left that Union run by Kasi Nadar in 1969. "I cannot remember, whether I left the Union run by Kasi Nadar before the Monsoon 1969 or after it. Only after I had signed in Ex. M-7(a) I had a dispute about work with Kasi Nadar, the leader of the Union." M.W. 5 almost repeated the evidence of M.W. 4. He had changed his union twice or thrice. When he signed in Ex. M-7(a) he was then a member of Kasi Nadar's Union. He signed for the resolution in Ex. W-2 and because the Union had passed the above resolution, he had signed in Ex. W-2. Because he cannot do any heavy work, the Management had given this worker light work to do.

(19) M.W. 6 had also signed in Ex. M-7(a) and yet he deposed that he did not know the contents of Ex. M-7(a). In his evidence, as before the Enquiry Officer, this witness had stated as follows:—

"(Not printed, the original being in Tamil.)"

The above sentence refers obviously to Ex. M-7(a) petition and yet M.W. 6 denied this part of his prior deposition in Ex. W-3. M.W. 7 who is also a signatory to Ex. M-7(a) petition deposed that Kasi Nadar misled him to file the petition. He admitted the following:—

"When I signed in Ex. M-7(a), I was a member of the Union for which the leader was Kasi Nadar. Because disputes arose between me and Kasi Nadar, I left off that Union and joined a new Union. I am not a literate. I deny the suggestion that I wrote with my own hand Ex. W-4 on 1-1-1969. Union run by Kasi Nadar is Congress Union."

(20) M.W. 8 prevaricated, on his prior statement, in Ex. W-5 that reads as follows:—

"(Not printed, the original being in Tamil.)"

(21) Both M.W. 9 and M.W. 10 and also M.W. 11 deposed that Kasi Nadar made them put their signature or thumb's impression in Ex. M-7 (a). M.W. 9 admitted that the Union passed the resolution in Ex. W-2, but even that resolution was not understood properly by him, according to him. Now father of M.W. 9 retired from the services of this Company two years ago and that father was given extension of service because of the generosity of the Manager of the Company. M.W. 9's first cousins and brothers are all working in this Company and M.W. 9 has reasons for sailing with the management. The nephew of M.W. 9 is M.W. 10 who had admitted in Ex. W-8 that he was a member of Employees Association. M.W. 11 admitted that M.W. 9 was his wife's cousin and M.W. 10's sister is M.W. 11's wife. His evidence is somewhat inconsistent with what he stated in Ex. W-7, and finally he deposed very untruthfully that he was never examined at the domestic enquiry. I am satisfied that the evidence of the above management witnesses could never be accepted. They have every motive to depose falsely against Kasi Nadar. Secondly, the reason given by them for signing in Ex. M-7 (a) are patently untrue. They do not state at all that to get over any complaint filed by 29 workers or the report of M.W. 1 in Ex. M-10, the petition in Ex. M-7 (a) was got prepared.

(22) The learned counsel for the management relied on the evidence of M.W. 12, to urge that both in 1968 and 1969, Kasi Nadar had done go-slow work and that, actually, workers had complained in Ex. M-8 (a) about Kasi Nadar's conduct, and such complaint was required into by M.W. 3 himself, as seen from the

report in Ex. M-8. I agree that M.W. 12 deposed, as though he actually saw Kasi Nadar doing go-slow work. I agree that Kasi Nadar deposed that it was not his evidence that M.W. 12 had any axe to grind against Kasi Nadar, but then, it is seen that M.W. 12 is not at all adhering to truth. He deposed that he had issued warning memos to Kasi Nadar, from time to time. Where are these warning memos, or copies of the same? If, actually, warning memos have been issued, surely, there would be record about the same; and M.W. 12 admitted that warning memos amounted to inflicting of punishment, and yet no explanation was ever got from Kasi Nadar at any time before any warning memo is said to have been issued to him. The previous record of Kasi Nadar it was admitted, was not considered before the dismissal order in Ex. M-6 was passed, for M.W. 12 admitted that the previous record of Kasi Nadar was not sent to the Quilon office, for consideration at any time before dismissal order was passed. On the charge of instigation, to do go slow work, there was no enquiry whatever against Kasi Nadar. No record was ever maintained of warnings issued to Kasi Nadar, at any time. M.W. 12 added that he made no writing whatever about any warning issued to Kasi Nadar. In my view, the above evidence of M.W. 12 is not acceptable that memos that are not filed were ever issued to Kasi Nadar or that warnings were not issued without maintaining a record about the same. M.W. 12 admitted further as follows:

"On the allegations made in Ex. M-8 (a), no memo was issued to Kasi Nadar, and no explanation was got from him. Ex. M-8 (a) is a complaint against Kasi Nadar and 3 others. The other 3 persons mentioned in Ex. M-8 (a) have not been punished to my knowledge, for anything they did. We closed our eyes to what Kasi Nadar did in the matter of instigating others to work by observing go slow method. We expected Kasi Nadar to improve and rectify himself, and so no action was taken about go-slow work and instigation of the same. I do not know whether Kasi Nadar's union is a minority Union."

(23) Finally, M.W. 12 made the admission that 41 workers had filed the petition in September, 1969 against M.W. 1 (original of Ex. W-1 petition), and yet no enquiry whatever was made against the allegations contained in Ex. W-1. And why was no enquiry conducted? M.W. 12 leagued up with his Supervisor, when he deposed that no enquiry was made into the allegations contained in Ex. W-1, as he personally knew that allegations were false. M.W. 12 further admitted that Standing Order 46 in Ex. M-9 detailed as to how a petition like Ex. W-1 had to be dealt with and yet, no investigation was made into the allegations made by 41 workers, in September, 1969 against M.W. 1. Why is the management showing displeasure against Kasi Nadar. The witness stated that displeasure of management against Kasi Nadar was because of this witness's displeasure, for, in relation to Kasi Nadar, this witness represented the management, as officer-in-charge. Finally, M.W. 12 did agree about his deposition in Ex. W-8 as before the Payment of Wages authority. He deposed that the above case for wages was filed by 29 signatories in a petition claiming arrears of wages. Those 29 persons, who had filed the petition, are some out of the persons, who later filed the petition, five years later in Ex. M-8 (a). It does appear to be the truth that the claim for arrears of wages was made against a Co-operative Society, that is, the defendant there was the Society and Kasi Nadar, it is agreed was a committee member of that Co-operative Society, that defended the claim. The claim made against the Society was rejected, in spite of the deposition in Ex. W-8. On behalf of the Union, the argument is that those workers bore grudge against Kasi Nadar, the committee member of the Society that defended that claim, and that is how, five years later, they put in a false petition in Ex. M-8 (a) and knowing that the

above petition was not true to facts, the management, in spite of the investigation report in Ex. M-8, did not choose to frame any charge against Kasi Nadar, about allegations contained in Ex. M-8 (a) that Kasi Nadar had adopted go-slow tactics or that he was disturbing the peace of the management, by intimidating the workers to do go slow work.

(24) M.W. 12 admitted that all work spot complaints made against Kasi Nadar had to be necessarily written up in the book in Ex. M-13. It is the supervisors, who made the writings in Ex. M-11 and Ex. M-12, in that book. The fact to remember is that M.W. 12 made no writing in that book. He merely wrote the words "seen" and "noted" in Ex. M-11 and Ex. M-12. He took no action against Kasi Nadar, for what was done on 24th November, 1969, as M.W. 12 wanted to be patient with him. The above evidence indicates that, in reality, minus the charge in Ex. M-1, the Company would not have done anything against Kasi Nadar. The evidence of M.W. 12 that he issued any memos to Kasi Nadar is patently untrue, for such writing is not there in Ex. M-13 and no record was ever maintained of the so-called memos or warnings issued to Kasi Nadar. The writing in Ex. M-11 for 22nd October, 1969, is as follows: "36 workers at beach washing collection stopped their work at 3-40 P.M. instead of 4-00 P.M. under the instigation of Sri C. Kasi Nadar, T. No. 413." Ex. M-12 reads that on 24th November, 1969, "part of mining workers stopped work at 3-40 P.M. instead of 4-00 P.M. at the instigation of C. Kasi Nadar, T. No. 413, N. Ponnian-T. No. 409 and S. Chenbulingam-T. No. 414." There is no writing there, about any go slow work, seen or checked up by M.W. 12.

(25) It does appear that Ex. M-7 (a) dated 29th October, 1969, was the only prop to take action against Kasi Nadar. Ex. M-7 (a) is dated 29th October, 1969, while Ex. M-11 and Ex. M-12 are dated 22nd October, 1969, and 24th November, 1969, respectively. The fact to remember is that original of Ex. W-1 is dated 27th September, 1969, and that is earlier in point of time to both Ex. M-11 and Ex. M-12 and Ex. M-12 writing was made, subsequent to the receipt of the petition in Ex. M-7 (a).

(26) Conscious of the fact about want of motive to file a false petition, the plea is now put forward about Ex. M-10 dated 27th September, 1969. It is urged that Ex. M-10 is earlier in point of time, but surely, if Ex. M-10 were a genuine document, one can fail to understand how the report on the same is not filed. There is no writing in Ex. M-13 about what Kasi Nadar is said to have done on 27th September, 1969. Ex. M-10 reads that on 27th September, 1969, at about 4-40 P.M. Kasi Nadar stopped work and he began to move away from the work spot. There is writing in Ex. M-10 about four workers complaining against Kasi Nadar that he was instigating them to do go slow work. M.W. 12 admitted that complaints in the mining section against workers had necessarily to be recorded in Ex. M-13. But Ex. M-13 does not contain, for 22nd September, 1969, or for any other date, the allegations made against Kasi Nadar in Ex. M-10. On top of the above lacuna, if I may say so, there is the all important admission made by M.W. 1 that he did not refer to Ex. M-10 to any extent in the domestic enquiry. In other words, the motive for sending up the so-called false petition that is said to be Ex. M-10, is really not true. If Ex. M-10 were a genuine complaint that was really made on 27th September, 1969, surely some order or other would have been passed on Ex. M-10. No Officer has initialled Ex. M-10. The signature of the Assistant Works Manager, indicating that Ex. M-10 or original of Ex. M-10 was forwarded, is not found in Ex. M-10 or in any other record and it looks to me that Ex. M-10 is got up, for this enquiry. I find accordingly.

(27) The fact is that Ex. W-1 petition was received by the management even on 27th September 1969, and

on the very date, M.W. 1 chose to make the writing in Ex. M-11 dated 27th September, 1969. There is writing in Ex. W-1 there about the Assistant Works Manager giving light work to those who joined the new Union. In other words, the allegation about the New Union were not made up for the first time in Ex. M-7 (a). The allegations were made by 41 workers, even on 27th September, 1969, in the original of Ex. W-1 petition.

(28) I have been taken through the evidence of W.W. 1 to W.W. 15. I agree that W.W. 1 deposed that he did not remember the month or the name of the day when M.W. 1 and M.W. 2 asked the workers to join the new Union. He agreed that M.W. 12 had nothing to do, in the matter of asking the workers to join the new Union. W.W. 2 deposed that Ex. M-16 was not a correct deposition, as recorded by the enquiry officer. He proved that General Body meeting was held of the Union (Ex. W-2). W.W. 3 agreed that he was a member of the Congress Union for the last 12 years. He added that M.W. 1 and M.W. 2 spoke secretly to him to join the new Union. The petition against M.W. 1 was sent, according to him, only after M.W. 1 and M.W. 2 had spoken secretly to this worker to join the new Union. W.W. 4 did not know the name of the current month, for he is an illiterate witness. He admitted that Congress Union had become a minority Union. But two years, prior to his giving evidence, the situation was in a fluid condition and members (workers) were changing their loyalty to the Unions. W.W. 5 was also a member of Kasi Nadar's Union. W.W. 6 did not remember the date on which the worker signed in Ex. M-7 (a) petition. He did not know anything about Ex. M-22 settlement. W.W. 7 deposed that M.W. 1 and M.W. 2 said that they would be dismissed from service, if they did not join the new Union. The petition was signed in the rest shed between 12 Noon and 1-00 P.M. He added that all signatories had come to work that day. I agree that the attendance register shows as though all the signatories did not report for work that day. But then, surely there was nothing, out of the way, in the workers going over to the rest shed, even when they did not report for work that day. I agree that W.W. 8 was a member of the Congress Union for the past eight years. The learned counsel relied on the prior deposition of this witness in Ex. M-23 as before the enquiry officer. The witness is said to have denied there that M.W. 1 or M.W. 2 ever threatened this worker that he would be dismissed if he did not join the new Union. As already stated, the record maintained by the enquiry officer of the domestic enquiry proceedings is a poor record. The writing of "do-do-do" against so many answers indicates that no serious questioning was done and no faithful record was maintained. W.W. 9, it is urged, had no duty to do that day. His ticket number is 411. I agree that the attendance register shows that this witness was on casual leave on 29th October, 1969. But on that account, it cannot be said that the evidence of W.W. 9 is to be rejected. W.W. 10 corroborated the evidence of W.W. 1. The Union had met and passed the resolution in Ex. W-2 and this worker was present at that meeting. The learned counsel for the management urged that this witness deposed as though M.W. 1 and M.W. 2 knew all along that this worker would never change his loyalty to the old Union, and if that so, would they be so foolish to tell this worker to join the new Union, is the eloquent argument that is advanced before me. But then, it is seen that these workers, in the mining area, had only the work to carry baskets of sand on their heads from place to place and they were really at the mercy of the supervisor and the mistry, who could easily assume that the workers could be compelled to change their loyalty to the Union if only force was exercised on them. They had the right to give light work or heavy work. W.W. 11 and W.W. 12 also corroborated the evidence of W.W. 1. W.W. 12 did admit that the Assistant Works Manager never asked him to join the new Union. W.W. 13 was hostile to the

Union, but he admitted that he had signed in Ex. M-7(a). He admitted about the Union passing the resolution that was later put into action in the petition in Ex. M-7(a). W.W. 14 corroborated the evidence of W.W. 1. He had no dealings with Kasi Nadar at any time. He was the writer of the petition in Ex. M-7(a) and not that Kasi Nadar, who only knows to sign his name in Tamil, would ever write anything like a petition in Ex. M-7(a). No workload was ever fixed for these workers, at any time.

(29) W.W. 15 is Kasi Nadar. The learned counsel for the management urged that the witness admitted that he had no enmity with M.W. 12 Sri Krishna Pillai and he did not depose that he was being victimised for his Union activities. The witness admitted that he had signed the enquiry proceedings. It was not correct to assume that, if this witness was taken back to work, there would be dispute between the new Union and the old Union. He denied the suggestion that Ex. M-10 complaint was the motive for filing the petition in Ex. M-7(a).

(30) The fact that so many workers have signed in Ex. M-7(a) and in the earlier petition in Ex. W-1 is indicative of one fact that in reality, these workers had a genuine grievance to put forward that their union was sought to be superseded. No accusation is made in Ex. M-7(a) that Sri Krishna Pillai ever asked these workers to join the new Union. The allegation in Ex. M-7(a) that M.W. 1 and M.W. 2 were compelling the workers to join the new Union and it was presumed, as it were, that they had the support of the Assistant Works Manager Sri Krishna Pillai. In other words, the writing is that Sri Krishna Pillai was just signing up to what all M.W. 1 and M.W. 2 were doing.

"(Not printed, the original being in Tamil.)"

(31) The learned counsel for the management urged that evidence is not to be deeply scrutinised by this Tribunal, in the manner, that evidence is so studied up in a Civil Court or a Criminal Court. But on the face of it, when so many workers signed in the petition in Ex. M-7(a) and proved beyond doubt that there was no motive whatever to send up any false petition in Ex. M-7(a), it cannot be that I can dub those workers as liars. The fact is that only workers, who have left Kasi Nadars Union, are now tendering evidence for the management, even though they were signatories to Ex. M-7(a). The further fact is that in 1969, the new Union came into vogue, it gave full momentum and strength in quick time, in 1969 itself, displacing and almost evacuating the Union to which Kasi Nadar belonged.

(32) The role given to Kasi Nadar of being a leader for all workers is just not understandable. He can only sign his name in Tamil. The writer of Ex. M-7(a) was a person who got it typed, and he is a different worker, and yet Kasi Nadar is singled out for punishment and dismissal, which then is indicative and is suggestive of one fact and no other, that the mistries and supervisors and the Assistant Works Manager are angry that Kasi Nadar represented the workers, as before the investigating officer, who later assumed the role of the enquiry officer, and Kasi Nadar stood up by Ex. M-7(a).

In my view, the averments in Ex. M-7(a) are true and that is how even though Union of Kasi Nadar has lost majority, the management is not in a position to tender any acceptable evidence to repudiate the very satisfactory and true evidence tendered, on behalf of Kasi Nadar, by so many workers. I find that the finding given by the enquiry officer is perverse. I find the charge in Ex. M-1 is not proved to any extent and is untrue. So, ordinarily, Kasi Nadar is entitled to reinstatement.

(33) In making this above award, I need not rely on new Section 11(A), inserted under Central Act 46

of 1971 even though the required Gazette notification under section (1) sub-clause (2) of the above Act has been published on 14th December, 1971. Now Section 11(A) of Central Act 45 of 1971 reads as follows:—

"11A. Powers of Labour Courts, Tribunal and National Tribunals to give appropriate relief in case of discharge or dismissal of workmen—Where an industrial dispute relating to the discharge or dismissal of a workman has been referred to a Labour Court, Tribunal or National Tribunal for adjudication and, in the course of the adjudication proceedings, the Labour Court, Tribunal or National Tribunal, as the case may be, is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit, or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require:

Provided that in any proceeding under this section the Labour Court, Tribunal or National Tribunal, as the case may be, shall rely only on the materials on record and shall not take any fresh evidence in relation to the matter."

On the face of it, as the finding on the charge in Ex.M-1 is perverse, there is no need to rely on Section 11(a) and moreover, under the existing law, prior to the insertion to Section 11(a), I had permitted both parties to adduce evidence about the charge and so I am bound to refer to that recorded evidence.

(34) My finding is that on the basis of the evidence recorded by M.W.3, no one could ever have possibly found Kasi Nadar guilty and, secondly, on the basis of evidence furnished before me, it can never be that Kasi Nadar can be found guilty on Ex.M-1 charge.

(35) The learned council for the Union submitted that in the decision reported in 1971 I L.L.J. page 233 (Management of Panitola Tea Estate Vs. Workmen), their Lordships have observed as follows:

"In dismissing the appeal held that the question whether on setting aside the wrongful dismissal of a workman he should be reinstated or directed to be paid compensation is a matter within the judicial discretion of the Labour Court or Tribunal, dealing with the Industrial dispute, the general rule in the absence of any special circumstances being of reinstatement. In exercising this discretion fairplay towards the employee on the one hand and interest of the employer, including considerations of discipline in the establishment, on the other, required to be duly safeguarded. This is necessary in the interest both of security of tenure of the employee of and smooth and harmonious working of the establishment. Legitimate interests of both of them have to be kept in view if the order is expected to promote the desired objective of industrial peace and maximum possible production. The past record of the employee, the nature of the alleged conduct for which action was taken against him, the grounds on which the order of the employer is set aside, the nature of the duties performed by the employee concerned and the nature of the Industrial establishment are some of the broad relevant factors which require to be taken into consideration. The factors just stated are merely illustrative and it is not possible to exhaustively enumerated them. Each case has to be decided on its own facts and no hard and fast rule can be laid down to cover generally all conceivable contingencies. Proper balance has to be maintained between the conflicting claims of the employer and the employee without jeopardising the larger interests of industrial peace and progress."

The general rule is one of reinstatement, but there could be circumstances mentioned above to warrant the awarding of compensation, instead of reinstatement. In the above case, the worker was in charge of stores worth lakhs of rupees. The issue was as to whether such a store-keeper was a person in whom, justifiably, the management could lose confidence, for something that he did, or he could have done, in that stores unit. There must be cogent material to show that the establishment could genuinely state that they had lost confidence in the integrity of the workman. In the same volume? at page 526 (M/s. Tulsidas Paul Vs. Second Labour Court), their Lordships, held, in another case, that the normal rule was one of reinstatement and only in exceptional circumstances, and on consideration of the conflicting claims of the employee and the employer in respect of giving relief of reinstatement, payment of compensation could be ordered. In the above case, it was held that the establishment had not placed material to establish that reinstatement would result in fresh industrial hostilities. The learned counsel for the management urged that in the above case, the issue about compensation being payable and not reinstatement, was not pleaded at all, but then, the contra argument is, that the plea made in the counter statement, based on no record whatever, and unrelated to anything that Kasi Nadar had done in the factory, could never be the basis for refusing reinstatement that had to be done in the ordinary course of events unless it be that charge framed against the worker Kasi Nadar was true or proved.

(36) The learned counsel for the Management urged that the other charge mentioned in the dismissal order that Kasi Nadar organised go-slow strike and disturbed industrial peace, was some charge that could be proved even before this Tribunal as basis for refusing reinstatement, even though the Standing Orders guarantee an enquiry against any worker for any misconduct said to have been done by him. Now Ex.M-9 Standing Orders read as to what misconduct is. Writing of anonymous letters, by making false allegations against a superior officer is misconduct. Spreading false rumours or giving false information which tends to bring into disrepute the Company or its employees, is misconduct. Standing Order 42, sub-clause (2) reads that no order under sub-clause (b) or (c) of clause (1) shall be made unless the workman concerned had been informed, in writing, of the alleged misconduct and given an opportunity to explain the circumstances alleged against him Sub-clause (3) reads that no order of dismissal under sub-clause (d) of Clause (1) shall be made, except after holding an enquiry against the workman concerned in respect of the alleged misconduct in the manner set forth in clause (4). Clause (4) refers to charge sheet, enquiry and witnesses to be examined in defence and a concise summary of the evidence to be furnished and so on.

(37) In the decision reported in 1956 II L.L.J. page 439 (Laxmi Devi Sugar Mills, Ltd. Vs. Nand Kishore Singh), their Lordships of the Supreme Court held that once charge framed against the worker was found to be not sustainable, it was not open to the management to dismiss the worker on some other misconduct, that is said to have been proved, even though the accusation contained in the charge itself was not proved. The concerned workman not having been charged with the act of insubordination, he could not have been dismissed on that misconduct. In the decision reported in 1968 I L.L.J. page 529 (Workers of United Bleachers Vs. United Bleachers), His Lordship Justice Kailasam held that reinstatement should not be denied on the ground that relationship between the management and the workman was strained. The above decision of His Lordship Kailasam, J. is referred to and approved by the Supreme Court, in the decision reported in Volume 40 of Indian Factories Journal at page 352 (Panitola Estate Vs. Their workmen), wherein their Lordships point out that the general rule is reinstatement and only special circumstances could justify the Tribunal to award compensation. Factors to be considered are, past record of the employee, the nature of the alleged misconduct for which action was taken against him,

the grounds on which the order of the employer is set aside, the nature of the duties performed by the employee concerned and the nature of the Industrial establishment, with which the Tribunal is concerned. Proper balance has to be maintained between the conflicting claims of the employer and the employee, without jeopardising the larger interests of industrial peace and progress.

(38) In view of the fact that past misconduct is one of the factors to be looked into, in my view, the evidence of M.W.3 and the averments about this worker doing go-slow work in the past, is a relevant factor to be considered, even though in relation to the above issue, no charge was ever framed against the worker and no entry was made in his file, with notice to him about he having at any time resorted to go-slow work, or instigated others to do less and less work.

(39) On behalf of the management, again and again, it was urged that Kasi Nadar's previous conduct borne out by Ex.M-11 and Ex.M-12 and the investigation done into Ex.M-8(a) petition, should be taken into consideration to deny him reinstatement and in lieu thereof compensation paid to him. If actually Ex.M-8(a) was true, one fails to see why the management did not choose to frame any charge on the allegations contained in Ex.M-8(a). The evidence of M.W.12 on the above issue makes interesting reading, as follows:

"Question: Why has the management lost confidence in Kasi Nadar?

Answer: Because Kasi Nadar made false allegation in Ex.M-7(a), the management has lost confidence. He is unwanted as we have very good relationship with our employees, and yet Kasi Nadar made false allegations in Ex.M-7(a). Also Kasi Nadar did go slow work in 1968 and 1969, and he has caused less production, and because of that also company has lost confidence in him. Only from the point of work, I say this, that Kasi Nadar should not come back to work, otherwise I have nothing against him."

As already stated, no prior record about Kasi Nadar's conduct was considered by the Administrative Officer. There were no maintenance of any previous record. I am satisfied that no memos were ever issued to him and I am further satisfied that the petition in Ex.M-8(a) was got up as a counterblast, by the signatories, who bore grudge against Kasi Nadar, who had disputed their claim for wages, in his capacity as Committee member of the Co-operative Society. In law, this award is no bar to the management framing charges on the basis of Ex.M-8 report, on Ex.M-8(a) petition, for Ex.M-8 or Ex.M-8(a) are not specifically referred to in the counter statement.

(40) Now Ex.M-11 and Ex.M-12 writing as well as the allegations in Ex.M-8(a) are all linked up with M.W.1, M.W.2 and M.W.12, the persons mentioned in Ex.M-7(a) petition. No worker connected with Ex.M-8(a) petition was examined. On the face of it, a minority union like Kasi Nadar's Union cannot function at all in any way hostile to the Management. Kasi Nadar is a mere sand carrier and such a person dared to stand up by the averments in Ex.M-7(a) is the only ground, according to me, for pleading that the management has lost confidence in Kasi Nadar. I find that the averments in Ex.M-8(a) are not true and the evidence of M.W.12 that he actually saw this worker doing go-slow work is positively untrue. The way that Kasi Nadar is singled out for dismissal, is *prima facie* proof, that the management has been misled into such action by M.W.1, M.W.2 and M.W.12. And only because Kasi Nadar dared to stand up, during investigation by Ex.M-7(a) petition, he is being victimised, as he is connected with that union, that had agitated in the past for payment of wages on a monthly basis and for workload to be fixed, before it could increased. Considering every aspect of the case, I have to say, that I am satisfied Kasi Nadar's reinstatement, (he is only a sand carrier) will not effect to any extent

industrial peace or prosperity of this undertaking, and so I give this finding that Kasi Nadar is entitled to reinstatement and not merely for payment of compensation, in lieu of reinstatement.

(41) The award is passed that Kasi Nadar will get reinstatement into service vacating the dismissal order in Ex.M-6 and he will be paid wages throughout, as though, he was all along in service throughout, right till he is reinstated.

Dated, this 29th day of January, 1972.

Encl: Exhibit list.

Industrial Tribunal.

WITNESSES EXAMINED:

For workmen

W.W. 1 — Thiru Elayaperumal.
 W.W. 2 — „ Thangamony.
 W.W. 3 — „ V. Swamy Nadar.
 W.W. 4 — „ Kumaraswami.
 W.W. 5 — „ S. Chidambaram.
 W.W. 6 — „ R. Raj.
 W.W. 7 — „ N. Ponnian.
 W.W. 8 — „ E. Asjrvadham.
 W.W. 9 — „ P. Chellappan.
 W.W. 10 — „ V. Thangamani.
 W.W. 11 — „ A. Chellapan.
 W.W. 12 — „ M. Chellakannu.
 W.W. 13 — „ P. Rajiah.
 W.W. 14 — „ P. Thangappan.
 W.W. 15 — „ C. Kasi Nadar.

For Management

M.W. 1 — Thiru M. Abdul Rahim, Mining Supervisor
 M.W. 2 — „ P. Narayaperumal Nadar, Maistry.
 M.W. 3 — „ C.V. Krishnan Nair, Administrative Officer.
 M.W. 4 — „ E. Nagamani.
 M.W. 5 — „ N. Selvan.
 M.W. 6 — „ S. Ramayya.
 M.W. 7 — „ Paul Pandian.
 M.W. 8 — „ P. Thangiah Nadar.
 M.W. 9 — „ E. Balakrishnan.
 M.W. 10 — „ L. Ponnumani.
 M.W. 11 — „ E. Thangiah Nadar.
 M.W. 12 — „ N. Krishnan Pillai, Assistant Works Manager.

Documents Marked

For workmen

- W-1/27-9-69 — Report given by W.W. 15 and others to the Management about M.W. 1.
 W-2/ — — Resolution passed by the general body meeting held on 3-1-1970 at page 113 in the Minutes Book of the Union (Register).
 W-3/ — — [Ex. M-4(w)] Statement of M.W. 6 at page 9 in Ex. M-4.
 W-4/1-1-69 — Letter by M.W. 7 to the President of the Congress Union.
 W-5/ — — Ex. M-4(x) — Statement of M.W. 8 at page 9 in Ex. M-4.
 W-6/ — — Statement of M.W. 10 at page 4 in Ex. M-4 [Ex. M-4(d)].
 W-7/ — — Ex. M-4(hh) — Statement of M.W. 11 at page 11 in Ex. M-4.

- W-8/-** — Certified copy of sworn statement of Thiru N. Krishna Pillai, Assistant Works Manager in P.W. Applications Nos. 160 to 174/64 of the Additional Commissioner for workmen's compensation, Madurai.
- For Management:**
- M-1 /8-12-69** — Show cause notice issued to W.W. 15 by the Management.
- M-2 /12-12-69** — Explanation of W.W. 15 to Ex. M-1.
- M-3 /23-12-69** — Enquiry notice issued to W.W. 15 by the Management.
- M-4 /30-12-69** — Enquiry proceedings.
- M-4(a)** — Answers given by W.W. 15 to M.W. 1 in Ex. M-4 at page 1.
- M-4(b)** — Answers given by one Thiru Balakrishnan to M.W. 1 in Ex. M-4 at page 3.
- M-4(c)** — Answers given by one Thiru Nagamony at page 3 in Ex. M-4.
- M-4(d)** — Answers given by one Thiru Ponnumony at page 4 in Ex. M-4.
- M-4(e)** — Answers given by one Thiru Palpandian at page 4 in Ex. M-4.
- M-4(f)** — Statement of W.W. 15 at page 4 in Ex. M-4.
- M-4(g)** — Statement of M.W. 4 at page 4 in Ex. M-4.
- M-4(h)** — Answers given by one Thiru T. Bhagavathy to M.W. 1 at page 5 in Ex. M-4.
- M-4(i)** — Answers given by W.W. 12 to M.W. 1 at page 5 in Ex. M-4.
- M-4(j)** — Answers given by W.W. 8 to M.W. 1 at page 6 in Ex. M-4.
- M-4(k)** — Answers given by one Thiru N. Chella Nadar to M.W. 1 at page 6 in Ex. M-4.
- M-4(l)** — Answers given by W.W. 10 to M.W. 1 at page 6 in Ex. M-4.
- M-4(m)** — Answers given by W.W. 14 to M.W. 1 at page 6 in Ex. M-4.
- M-4(n)** — Answers given by one Thiru S. Swamiperumal to M.W. 1 at page 6 in Ex. M-4.
- M-4(o)** — Answers given by one Thiru N. Chellappan to M.W. 1 at page 7 in Ex. M-4.
- M-4(p)** — Answers given by one Thiru V. Swamiyadian to M.W. 1 at page 7 in Ex. M-4.
- M-4(q)** — Answers given by one Thiru W.W. 4 to M.W. 1 at page 7 in Ex. M-4.
- M-4(r)** — Answers given by one Thiru A. Thanga Nadar to M.W. 1 at page 7 in Ex. M-4.
- M-4(s)** — Answers given by W.W. 1 to M.W. 1 at page 8 in Ex. M-4.
- M-4(t)** — Answers given by W.W. 6 to M.W. 1 at page 8 in Ex. M-4.
- M-4(u)** — Answers given by W.W. 3 to M.W. 1 at page 8 in Ex. M-4.
- M-4(v)** — Answers given by W.W. 7 to M.W. 1 at page 8 in Ex. M-4.
- M-4(w)** — Answers given by M.W. 6 to M.W. 1 at page 9 in Ex. M-4.
- M-4(x)** — Answers given by one Thiru P. Thanga Nadar to M.W. 1 at page 9 in Ex. M-4.
- M-4(y)** — Answers given by one Thiru P. Thangamony to M.W. 1 at page 9 in Ex. M-4.
- M-4(z)** — Answers given by one Thiru L. Rohini to M.W. 1 at page 9 in Ex. M-4.
- M-4(aa)** — Answers given by W.W. 11 to M.W. 1 at page 9 in Ex. M-4.
- M-4(bb)** — Answers given by W.W. 9 to M.W. 1 at page 10 in Ex. M-4.
- M-4(cc)** — Answers given by one Thiru P. Velakkannu to M.W. 1 at page 10 in Ex. M-4.

- M-4(dd)** — Answers given by one Thiru P. Ponnuswamy to M.W. 1 at page 10 in Ex. M-4.
- M-4(ee)** — Answers of W.W. 5 to M.W. 1 at page 10 in Ex. M-4.
- (4 ff)** — Answers of one Thiru N. Sharmakkannu to M.W. 1 at page 11 in Ex. M-4.
- M-4(gg)** — Answers of M.W. 5 to M.W. 1 at page 11 in Ex. M-4.
- M-4(hh)** — Answers of M.W. 11 to M.W. 1 at page 11 in Ex. M-4.
- M-5/5-1-170** — Report of the Enquiry Officer.
- M-6/23-70** — Dismissal order issued to W.W. 15.
- M-7/24-11-69** — Investigation proceedings in respect of complaint in Ex. M-7(a).
- M-7(a)/29-10-69** — Report given by Thiru Dharmakan and others to the Management.
- M-7(b)/6-12-69** — Notice of investigation issued to Thiru A Subbiah and others in respect of complaint dated 27-11-69 (Ex. M-8(a)).
- M-7(c)/5-12-69** — Investigation report on the Investigation proceedings in Ex. M-7.
- M-8/13-12-69** — Investigation proceedings in respect of complaint in Ex. M-8(a).
- M-8(a)/27-11-69** — Report given by Thiru A. Subbiah and others to the Management.
- M-8(b)/26-12-69** — Investigation report on the investigation proceedings in Ex. M-8.
- M-9** — Standing orders (Printed).
- M-10/27-9-69** — Report of M.W. 1 about W.W. 15.
- M-11** — Report against W.W. 15 made by M.W. 1 on 22-10-69 at page 186 in the Daily Report Register (Register).
- M-12** — Report against W.W. 15, W.W. 7 and another made by M.W. 1 on 24-11-69 at page 217 in the Daily Report Register (Register).
- M-13** — Daily Report Register for the period from 1-3-69 to 31-1-70.
- M-14** — Ex. M-4(s) — Statement of W.W. 1 at page 1 in Ex. M-4.
- M-15/18-7-69** — Notice of the Management about workload
- M-16** — Ex. M-4(y) — Statement of W.W. 2 at page 9 in Ex. M-4.
- M-17** — Ex. M-4(u) — Statement of W.W. 3 at page 8 in Ex. M-4.
- M-18** — Ex. M-4(q) — Statement of W.W. 4 at page 7 in Ex. M-4.
- M-19** — Ex. M-4(ee) — Statement of W.W. 5 at page 10 in Ex. M-4.
- M-20** — Attendance Register for the month of October, 1969 (Pages 17 to 20) (Register).
- M-21** — Ex. M-4(t) — Statement of W.W. 6 at page 8 in Ex. M-4.
- M-22** — Minutes of discussion held at Manavalakurich on 25-5-69.
- M-23** — Ex. M-4(j) — Statement of W.W. 8 at page 6 in Ex. M-4.
- M-24** — Ex. M-4(l) — Statement of W.W. 10 at page 6 in Ex. M-4.

INDUSTRIAL TRIBUNAL

NOTE: the parties are directed to take return of their documents within six months from the date of the award.

New Delhi, the 3rd March 1972

S.O. 864.—In pursuance of section 17 of the Industrial Disputed Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 1), Dhanbad, in the industrial dispute between the employers in relation to the management of Jharkhand Colliery, Post Office Ghatotand, District Hazaribagh and their workmen, which was received by the Central Government on the 16th February, 1972.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE No. 28 of 1971

PARTIES:

Employers in relation to the management of Jharkhand Colliery, P.O. Ghatotand, District Hazaribagh.

AND

Their Workman.

PRESENT:

Shri A. C. Sen, Presiding Officer.

APPEARANCES:

For the Employers—Shri B. Joshi, Advocate.

For the Workman—Shri T. P. Chowdhury, Advocate.

STATE: Bihar INDUSTRY: Coal

Dhanbad, dated the 9th February 1972

AWARD

The present reference arises out of Order No. L-2012/67/71-LRII, dated New Delhi, the 22nd July, 1971 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows:

"Whether the termination of the services of Miss Chhanda Chakraborty Personal Assistant-cum-Typist with effect from the 1st February, 1971, by the management of Jharkhand Colliery, Post Office Ghatotand, District Hazaribagh is justified? If not, to what relief is she entitled?"

2. Written statement on behalf of the union, namely, Koya Shramik Sangathan was received in the office of the Tribunal on 16th August, 1971. Written statement on behalf of the employers was filed on 24th August, 1971. The employers filed their rejoinder on 15th September, 1971. The workmen filed a rejoinder on 14th October, 1971. The case was finally heard on 1st February, 1972, 2nd February, 1972, 4th February 1972 and 5th February, 1972.

3. The facts giving rise to the present reference are as follows: The State of Bihar initiated two Civil Suits (Title Suits Nos. 16/61 and 45/60) against M/s. Bokaro & Ramgur Ltd., in the Court of the Sub-Ordinate Judge of Hazaribagh. In the above title suits the State of Bihar was appointed as the Receiver through its officers in respect of the collieries involved in those suits, namely Dhori, Kedla, Jharkhand and Rauta.

The workman concerned, Miss Chhanda Chakraborty was appointed as P.A.-cum-Typist by the Agent of the Receiver of Kedla-Jharkhand-Dhori-Rauta collieries by a letter, dated 28th September, 1970. Her pay scale was fixed as Rs. 205-7-275-10-325 plus 10 per cent attendance bonus with a starting salary of Rs. 205 p.m. The terms and conditions of her service as contained in the said letter of appointment are as follows:—

"1. You shall be on probation for six months and after completion of six months satisfactory service you may be made permanent.

2. During the said probationary period your services can be terminated any time by giving one week's notice on either side or one week's salary in advance. You shall be given other fringe benefits as per Wage Board Award.
3. After completion of six months of service your services can be terminated any time after giving one month's notice on either side.
4. Your services are transferable to any place under the Management of Receiver.
5. You are to abide by the Rules and Regulations enforced by the management, existing in the colliery."

It was stated in the said letter of appointment that her appointment would take effect from 1st September, 1970.

4. By a letter dated 20th November, 1970 she was transferred by the Agent of the Receiver to Dhori Colliery. The letter of transfer runs as follows: "Madam, by order of the receiver you are transferred to Dhori Colliery as P.A.-cum-Typist to the Manager, Dhori Colliery. Kindly report for duty to Manager, Dhori Colliery on or before 30th November, 1970. Existing terms and conditions of your service shall be maintained and in addition to that you will be entitled to fringe benefits availed by the employees of Dhori Colliery."

5. On her representation, dated 21st November, 1970 she was transferred to the office of the Superintendent, Jharkhand Colliery on and from 24th November, 1970. The text of the letter issued to her by the Agent of the Receiver on 23rd November, 1970 is given below:

"Your representation dated 21st November, 1970 has been considered. The earlier order of your transfer.....is modified to the extent that you will join as P.A.-cum-Typist to the Superintendent, Jharkhand Colliery on and from the 24th November, 1970."

6. The services of Miss Chhanda Chakraborty was terminated by a letter dated 20th January, 1971. The letter was issued by the Agent of the Receiver. The relevant portion of the said letter runs thus: "As your services are no longer required by the establishment of Receiver your services are hereby terminated with effect from 1st February, 1971 as per Clause 2 of the said appointment letter.

You are directed to approach the Superintendent, Jharkhand Colliery, for settlement of your full and final dues.

7. The case for the Receiver as made out in the written statement is as follows:

The State of Bihar or for the matter of that, the Receiver is not the employer in respect of the management of Jharkhand Colliery. Miss Chhanda Chakraborty was not an employee of Jharkhand Colliery and she was not performing any job connected with the mines of Jharkhand Colliery. The Receiver is not an employer running an industry within the meaning of Sec. 2(J) of the Industrial Disputes Act, 1947. The services of Miss Chhanda Chakraborty was terminated as per terms and conditions contained in her letter of appointment and she received full and final payment from the establishment of the Receiver and she has no further claim whatsoever from the organisation of the Receiver.

8. In support of the contention that the Receiver is not carrying on any industry within the meaning of section 2(J) of the Industrial Disputes Act the following facts have been stated by the Receiver in paragraphs 15 to 18 of his written statement. The said paragraphs are quoted below:

"15. That after obtaining due sanction from the Court appointing the Receiver Managing Contracts were given to different persons for managing different mines.

16. That the concerned colliery, namely, Jharkhand Colliery was divided into several mines which were given to different persons to work as managing contractors.
17. That each managing contractor is the owner of the mines allotted to him and is the Employer with respect to the workmen employed by him.
18. That the Receiver, the Agent and the Superintendent and the staff are engaged for collection of commission as due from different managing contractor and for performing other duties as specified under the managing contract deeds."
9. The Receiver has stated in paragraph 5 of his written statement that the Central Government has no jurisdiction to refer this present dispute to this Tribunal for adjudication. Two other preliminary objections have also been taken by the Receiver in his written statement. In paragraph 7 it has been stated that neither Miss Chhanda Chakraborty nor any union on her behalf ever raised any industrial dispute with the Receiver or his Agent or the Superintendent of Jharkhand Colliery. In paragraph 8 of the written statement it has been stated that the present reference is bad in law as it is not an industrial dispute.

10. Before entering into the merits of the case and before considering any other preliminary objections by the Receiver I propose to deal first of all with the question of competence of the Central Government to make the present reference. It has been stated in paragraph 16 of the written statement submitted by the Receiver that the Jharkhand Colliery was divided into several mines which were given to different persons to work as Managing Contractors. Witness No. 1 for the management is Shri N. N. Jha the District Mining Officer of Hazaribagh in the State of Bihar. He became the Agent of the Ad-Interim Receiver of the four collieries mentioned above namely, Kedla, Jharkhand, Rauta and Dhor. From Exts. W1 to W3 it appears that M.W.1 acted as the Agent to the Receiver during the period when Miss Chhanda Chakraborty was in service. In his deposition he has dealt with the arrangement made with regard to two collieries namely, Kedla and Jharkhand. The relevant portion of his deposition is quoted below:—

"Sometime in August 1970 we got the approval of the Civil Court for appointment of Managing Contractors in regard to two collieries namely, Kedla and Jharkhand. The model form of the managing contract deed was duly approved by the Civil Court who appointed the Receiver. These two collieries were given on managing contract and the Managing Contractors worked the colliery as per the law. Receiver and the Agent and officers and staff have no concern about mining operation of these two collieries. The functions of the Receiver and the officers and staff so far these two collieries are concerned are to collect commission as stipulated in managing contract deed from the Managing Contractors and to ensure that the Managing Contractors carry out the mining operation in the terms and conditions laid down in Managing Contract Deed."

11. As to the appointment of Miss Chhanda Chakraborty he deposed as follows:—

"I appointed Miss Chhanda Chakraborty in September, 1970 in the temporary post on probation. She was attached to the Central Office at Hazaribagh. She was not performing any job which had any connection with any of the collieries at that time."

12. As regards the management of Jharkhand Colliery he deposed as follows: "The entire Jharkhand Colliery was divided into several blocks and each block was given to a Managing Contractor. Some vir-

gin portions which were not working were kept as it is, to be allotted to other Managing Contractors, if any, who will approach. The Superintendent of Jharkhand Colliery under the Receiver's Organisation had nothing to do with the mining operations of Jharkhand Colliery. His duty was to realise royalty and commissions from the Managing Contractors and to ensure that the Managing Contractors carry out their terms and conditions stipulated in the deed."

13. He has stated in his cross-examination that the Receiver's office is a composite office which looks after the affairs of the four collieries and that section 22 of the Mines Act has been extended to certain mines in Rauta Colliery in between 10th October, 1969 and April, 1971. He has further stated that he does not know whether the Receiver at the moment runs a mine at Rauta. He has admitted in his cross-examination that formal orders were not issued in the matter of managing contract but according to him this was not needed as the State of Bihar is the Receiver. He has further admitted that the process of inducting managing contract went on so long as he was there. He has further admitted that in the service manual of the Receiver's Organisation there are provisions for the appointment of senior mining sirdar, overman etc. and that the pay scales of all staff except the officers is according to the Coal Wage Board Recommendations and that they also get the fringe benefits. He has also admitted that there is a lot of correspondence between the Superintendent of Jharkhand and the Managing Contractor, Receiver and Public Officer.

14. Witness No. 2 for the management, Shri K. Pandey was the Superintendent under the Receiver's Organisation posted at Jharkhand in the month of November, 1970 when Miss Chhanda Chakraborty was transferred to Jharkhand Colliery. He has stated that his office was at Parez outside the limits of the Jharkhand Colliery. He has further stated that while working as Superintendent in respect of Jharkhand Colliery he had no connection with the mining operations of the mines which were being directly carried on by the managing contractors who were working as owners under the Mines Act and employers under the other industrial law. As to the nature of work performed by Miss Chhanda Chakraborty he has said that while she was working as P.A.-cum-Typist, she was typing all the letters issued to different authorities and that she had no connection with any mining operation. In his cross-examination he has stated that he joined as the Manager of Jharkhand Colliery on March, 1970 and that the colliery was in a running condition at that time. He has further stated that the managing contract system was introduced in the month of August/September, 1970. He has admitted that the system of inducting managing contract is still going on in different blocks in virgin areas. His duty was to report to the Receiver in case of violation of terms of agreement. He has admitted that there was a magazine in Jharkhand Colliery for keeping explosives and that the man-in-charge of the magazine was an employee of the Receiver. He has stated that the managing contractors directly requisitioned the explosives from the man-in-charge of the magazine and that registers were maintained for the storage and issue of explosives.

15. From the evidence of witness No. 3 for the management we get the following facts. He has been working as Asstt. Superintendent of colliery administration under the Receiver's Organisation from 1st July 1971. Prior to that he was working at Parez Bungalow within the Receiver's Organisation. Before the Receiver took over the charge of the colliery he was working as Welfare Officer at Kedla Colliery. His services were retained by the Receiver and as soon as the managing contract system was introduced he was designated as Asstt. Superintendent administration and was attached to the Receiver's office. He is connected with the personnel department and he deals with the appointment and dismissal etc. In his cross-examination he has stated how the Jharkhand Colliery was managed before the appointment of Receiver,

We get the following facts from this witness in his cross-examination. When he was the Welfare Officer of Kandla Colliery it was run by M/s. Bokaro Rangpur Ltd. the same was the case with Jharkhand Colliery when the Receiver took over both the collieries in a running condition. At first he said that the system of managing contract was introduced in Jharkhand perhaps in June, 1971 then he corrected himself by saying that he did not correctly remember the date. Before the introduction of the system of managing contract the colliery was run through raising-cum-selling contractors.

16. The workman concerned Miss Chanda Chakraborty examined herself as W.W.I for the workmen. As to the nature of work performed by her, she stated as follows: "While I was working as P.A.-cum-Typist I was working at Parez Bungalow. When I was working as P.A.-cum-Typist I had no knowledge how the mining operations were carried on in the mine. Whatever the Superintendent used to dictate I used to take and I type out the same. I used to keep the confidential and the general Files which were being dealt with by my predecessor in office. When I took charge from Mr. Banerjee I received all the files as mentioned in Ext. W6". She denied in her cross-examination that she was not doing any work connected with the mining operations.

17. From the oral evidence discussed above it is clear that during the period Miss Chanda Chakraborty was in service, most of the mines in Jharkhand Colliery were being operated by Managing Contractors. The mines in the virgin areas were also not being directly operated by the Receiver, they were being let out to managing contractors from time to time. The Head Office of the Receiver was at Hazaribagh. There was a branch office on the out-skirts of the Jharkhand Colliery and that branch office was situated at a place which was called Parez Bungalow. The explosives were kept in a magazine under the control of the Receiver and the Managing Contractors used to requisition explosives according to requirement from the store maintained by the Receiver. The primary function of the Receiver is to collect commission and other dues from the managing contractors and to see that the managing contractors are performing mining operations according to the rules and regulations under the Mines Act and other acts relating to mines. At the relevant time the Receiver was not carrying on mining operation in the truest sense of the terms.

18. It is on the Application of the Receiver that the learned Subordinate Judge, Hazaribagh gave the Receiver necessary permission for appointing managing contractors in respect of the mines under his control. The form of agreement to be executed by and between the Receiver and the Managing Contractor for the performance of the mining operations was also approved by the Court. It may therefore be presumed that the Managing Contractors were appointed as per terms and conditions laid down in that model form of agreement. Clause 2 of the model form of agreement runs thus: "The Managing Contractor so appointed will have powers and responsibilities as Owner under the Mines Act and as employer under the Payment of Wages Act and Industrial Disputes Act and all other labour laws relating to labour and the running and management of collieries."

Clause 3(a) of the standard form of agreement provides that the Managing Contractors shall be responsible for all payment such as wages, salaries etc., of the employees working under him, for the running and management of the schedule A collieries and that he will alone be responsible for the implementation of the Coal Wage Board's Recommendations.

Clause 4 provides that the Managing Contractors shall have full powers for the quarry of mines or coal under the schedule A area and he will deal under accepted and recognised forms of coal mining. It further provides that he will manufacture coke and

otherwise work the colliery observing all the Rules and Regulations, laws and Bye-laws including the Indian Mines Act and other legislations.

Clause 5 says that the Managing Contractors shall work the colliery himself and he will not be entitled to appoint any other raising contractor or raising-cum-selling contractor or create any other agency without the permission in writing of the Receiver. In case he appoints a selling Agent he will do so with the express consent and authority in writing received from the Receiver. In all cases, the responsibility for payment of commission to the Receiver as per schedule will be of the Managing Contractor. The said form of agreement also provides for the payment of commission by the managing contractors to the Receiver and for the despatch of coal from the mines under the control of the Receiver. It is not necessary to deal with the other provisions of the said standard form agreement. The provisions noted above clearly go to show that the Receiver entrusted the manufacture or production of coal to the Managing Contractors. From the mere fact that he was incharge of the magazine for the keeping of explosives and that the service regulations of the Receiver provides for the appointment of mining sirdars etc. it cannot be said that the Receiver is engaged any mining operations. It has been laid down by the Supreme Court in the case of Serajuddin and Company and their workmen reported in 1962 (I) L.L.J. 450 that the Head Office of a mine is wholly unconnected with mining operation. If that be so the work in the Receiver's organisation in the present case is *a fortiori* wholly unconnected with mining operations. A dispute between the Receiver's Organisation and an employee of the Receiver cannot therefore be said to be a dispute concerning a mine. The present dispute therefore cannot be regarded as a dispute concerning a mine. Had it been a dispute concerning a mine then the competent authority would have been the Central Government. As this is not a dispute concerning a mine the Central Government was not competent to make the present reference.

19. Mr. Chowdhury appearing on behalf of the workmen has contended that the present dispute relates to a controlled industry which has been specified by the Central Government by notification in the Gazette for the purpose of section 2(a) (i) of the Industrial Dispute Act, 1947. It seems by notification No. S.R.O.68 dated New Delhi 5th January, 1957 the controlled industry engaged in the manufacture or production of coal, including coke and other derivatives has been specified for the purpose of sub-clause (i) of section 2(a) of the Industrial Dispute Act, 1947. The notification runs as follows: "In pursuance of sub-clause (i) of clause (a) of section 2 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby specifies, for the purposes of that sub-clause, the controlled industry engaged in the manufacture or production of coal, including coke and other derivatives, which has been declared as a controlled industry under section 2 of the Industries (Development and Regulation) Act, 1951 (65 of 1951)"

20. There is no doubt that for the industry mentioned in the said notification the appropriate Government is the Central Government but the industry that has been mentioned in the said notification is the industry engaged in the manufacture or production of coal including coke and other derivatives. The question is whether the work in the Receiver's Organisation can be regarded as an industry engaged in the manufacture or production of coal including coke and other derivatives. I have already indicated that the primary function of the Receiver is to collect commission from the Managing Contractors and to see that the Rules and Regulations of the Mines Act and other allied Acts are not violated by the said Managing Contractors. In any case so far as the Jharkhand Colliery is concerned the mines in a working condition have been made over to Managing Contractors. The coal mines in virgin area are also in the process of being handed over to Managing Contractors. Therefore, it cannot be said that the

Receiver is carrying on an industry engaged in the manufacture or production of coal including coke and other derivatives. That being the position, any one working in the Receiver's Organisation cannot be said to be an employee in an industry engaged in the manufacture or production of coal, including coke and other derivatives.

21. Miss Chhanda Chakraborty, the workman concerned, was working in the Receiver's office at the Jharkhand Colliery. From the evidence on record it transpires that the Receiver's office is situated just outside the limits of the colliery. The situation of the Receiver's office is however of little consequence. What is to be considered is the nature of work performed in the Receiver's office at Jharkhand Colliery. The man-in-charge of the office is designated as Superintendent. The duty of the Superintendent is merely to help the Receiver in collecting commission and in seeing that the rules of the Mines Act and other allied Acts are not violated by the Managing Contractors. Miss Chhanda Chakraborty was P.A.-cum-Typist to the Superintendent. As the Superintendent is not an employee of an industry engaged in the manufacture or production of coal, including coke and other derivatives, Miss Chhanda Chakraborty, P.A.-cum-Typist to the Superintendent can by no means be regarded as an employee in an industry engaged in manufacture or production of coal, including coke and other derivatives.

22. Shri T. P. Chowdhury appearing on behalf of Miss Chhanda Chakraborty argues that the expression "industry engaged in the manufacture or production of coal, including coke and other derivatives" is wide enough to include the office of the Superintendent at Jharkhand Colliery. According to him, the word "industry" is much wider in scope than the word "mines". According to the decision of the Supreme Court in Serajuddin and Company and their workmen reported in 1962(I) L.L.J.p.450 the mines does not include the Head Office of the mines or even the mines office at the colliery. Shri Chowdhury argues that the industry engaged in the manufacture or production of coal, including coke and other derivatives is much wider in scope than a mine and that such an industry certainly includes the Head Office as well as the office of the Mines. He relies upon the decision of the Supreme Court in Ballarpur Collieries Company and State Industrial Court, Nagpur and others, 1966(I) L.L.J.p.425. In that case the question raised was whether the Central Provinces and Berar Industrial Disputes Settlement Act, 23 of 1947 was applicable to the Head Office of the appellant, namely Ballarpur Collieries Company. The Head Office was situated in Nagpur and had a staff of about 35 employees. The business of the head office was to look after the sale of coal extracted from the collieries. The workman concerned in that case, namely, Bapat was a stenographer working in the Head Office at Nagpur. He was dismissed from service on July 31, 1959. Thereupon he filed an application under section 16 of the Central Provinces and Berar Industrial Disputes Settlement Act on August 19, 1959. In that application he prayed for reinstatement or in the alternative full compensation amounting to Rs. 2,500 and such other relief as he might be entitled to. The main contention of the appellant before the Assistant Commissioner of Labour was that as the Act did not apply to it the Assistant Commissioner had no jurisdiction to proceed in the matter. The Assistant Commissioner held that the Act applied and that he had jurisdiction to deal with the matter. He therefore gave relief by setting aside the order of dismissal and directing that the employer should pay Rs. 2,000 as compensation and wages from the date of dismissal to the date of his order. The employer, namely Ballarpur Collieries Co., ultimately filed an application under Article 226 and 227 of the Constitution in the High Court, and the same contention was raised that the Act did not apply and that the Assistant Commissioner had no jurisdiction in the matter. The High Court held on a construction of the relevant provisions of the Act and the notification issued thereunder that the Act was applicable and in consequence the writ petition was dismissed. The

employer preferred an appeal to the Supreme Court after obtaining special leave.

23. The said Act namely Central Provinces and Berar Settlements Act applied to all industries except the following, namely:

- (i) Textile industry.
- (ii) Employment in any industry carried on by or under the authority of the Central Government by an Indian State Railway or by a railway company operating an Indian State Railway.
- (iii) Mines.
- (iv) Saw mills.

These four categories of industries were exempted by a notification issued on November 21, 1947. It was urged on behalf of the employer that when the notification provided for the application of the Act to all industries except four which were exempted it was exempting the mining industry by the third items of exemption. The mining industry, according to the employer include the head office. The argument was that the head office at Nagpur being a part of integrated activity of carrying on the mining industry by the employer, the head office was equally exempt from the application of the Act by the notification in question. This argument was accepted by the Supreme Court and the appeal was allowed. The Supreme Court observed as follows: ".....when the industry of mines or the mining industry was exempted from the operation of the Act, the exemption applied not only to that part of the industry which consisted of raising coal at the colliery but also to that part of it which consisted in the sale of coal and its supply to customers and it thus includes the Head Office also".

24. This case may be distinguished by pointing out that the controlled industry in the instant case is not the mining industry but the industry engaged in the manufacture or production of coal, including coke and other derivatives. Mining industry is much wider in scope than the industry engaged in the manufacture or production of coal, including coke and other derivatives. In my opinion the case cited by Shri Chowdhury namely Ballarpur Collieries Co., and State Industrial Court, Nagpur has no application to the facts of the present case.

25. The case cited by Shri Joshi appearing on behalf of the employers seems to be more appropriate. He cited the case of Godavari Sugar Mills, Ltd., and Worlikar (D.K.) reported in 1960 (II) L.L.J.p.247 decided by the Supreme Court. In that case certain notification issued by the Government of Bombay came up for interpretation. The said notification was issued under section 2(4) of the Bombay Industrial Relations Act. The notification read as follows: "The Government of Bombay is pleased to direct that all the provisions of the said Act shall apply to the following industry, viz., the manufacture of sugar and its by-products including:

- (1) the growing of sugarcane on farms belonging to or attached to concerns engaged in the said manufacture; and
- (2) all agricultural and industrial operations connected with the growing of sugarcane or the said manufacture, engaged in such concerns".

The question arose in that case as to whether the said notification applied to the establishment of the head office or a company situated in the City of Bombay and which was running two factories engaged in manufacture of sugar at two places far away from the City of Bombay. The Supreme Court held that the notification did not apply to the head office of the employers. The Supreme Court observed as follows: "It is significant that the notification applies not to sugar industry as such but to the manufacture of sugar and its by-products. If the expression 'sugar industry' had been used, it would have been possible to construe

that expression in a broader sense having regard to the wide definition of the word "industry" prescribed in S.2(19) of the Act; but the notification has deliberately adopted a different phraseology and has brought within its purview not the sugar industry as such but the manufacture of sugar and its by-products".

26. Mr. Joshi urges that if the expression "manufacture of sugar and its by-products" does not include work in the head office then on the same principle the Receiver's Organisation in the instant case should not be included within the ambit of the expression "industry engaged in the manufacture or production of coal, including coke and other derivatives". I am inclined to accept this contention of Mr. Joshi. I am, therefore, of the opinion that the workman concerned in the present case namely Miss Chhanda Chakraborty is not an employee in any controlled industry within the meaning of section 2(a)(i) of the Industrial Disputes Act, 1947 and consequently the dispute is not one relating to a controlled industry.

27. Miss Chhanda Chakraborty has given an account of the duties performed by her as P.A.-cum-Typist to the Superintendent of the Jharkhand Colliery. Her primary duty was to take dictation given to her by the Superintendent. She further says that she used to maintain large number of registers, most of them relating to the Managing Contractors. mere maintenance of registers does not amount to participation in actual mining operations. She has admitted in her deposition that she has no knowledge as to the mining operations are carried on in the mine. Hence it is clear that she was neither employed in a mine nor in an industry engaged in the manufacture or production of coal, including coke and other derivatives. That being the position the appropriate authority in respect of the present dispute is not the Central Government but the State Government. Consequently the reference by the Central Government is incompetent. I, therefore, award that the present reference is incompetent and is incapable of being entertained by this Tribunal. Let a copy of this award be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) A. N. SEN,
Presiding Officer.

[No. L/2012/67/71-LRII.]

S.O. 865.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Porascole Colliery, Post Office, Kajoragram, District Burdwan and their workmen, which was received by the Central Government on the 22nd February, 1972.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 118 OF 1971

PARTIES:

Employers in relation to the management of Porascole Colliery,

AND

Their workmen.

PRESENT:

Sri S. N. Bagchi, Presiding Officer.

APPEARANCES:

On behalf of Employers—Sri P. N. Chaturvedi, Chief Personnel Officer.

On behalf of Workmen—Sri D. D. Mishra, Vice-President, Colliery Mazdoor Congress (H.M.P.).

STATE: West Bengal

INDUSTRY: Coal Mine

AWARD

The Government of India, in the Ministry of Labour and Rehabilitation (Department of Labour and Employment), under their Order No. L/1912/135/71-LRII, dated November 22, 1971, referred an industrial dispute as to whether the management of Porascole Colliery, P.O. Kajoragram, Dist. Burdwan, was justified in retrenching 228 workmen with effect from 16th September, 1971 from the colliery and if not, to what relief the workmen were entitled to, for adjudication, to this Tribunal.

2. To-day is the date for recording a settlement relating to a "No-dispute" and passing an award of "No-dispute" thereon. It is represented before me by both the management and the Union official that on 11th November 1971, the Union representing the workmen retrenched and the management of the Colliery entered into an agreement whereby the dispute relating to retrenchment of the workmen concerned was fully and finally settled in terms of the said settlement. In the meantime, the relevant copies of the settlement were sent to the appropriate authorities concerned, i.e., the Secretary to the Government of India, Ministry of Labour and Rehabilitation, Department of Labour and Employment, The Assistant Labour Commissioner (Central) Kaniganj, The Regional Labour Commissioner (Central), Asansol, and the Chief Labour Commissioner (Central), New Delhi, and they received copies of the memorandum of settlement before the date of notification of the reference made by the Central Government in regard to the dispute in question.

3. So, as submitted by the representatives of the management and the Union official, that before the order of reference was made and notified relating to the dispute in question, the parties had already settled the dispute fully and finally under an agreement, copy of which was shown to me by the management which the union official submitted was the true and the genuine copy of the settlement. Therefore, the reference was incompetent. Be that as it may, I record, when there is a pending reference before me, that the disputes relating to the retrenchment of the workmen concerned have been fully and finally settled between the management and the union on 11th November, 1971 and that there was no dispute pending before the reference and is not pending even now between the management and the union representing the retrenched workmen.

4. In the result, I record this as a "No-dispute" award.

(Sd.) S. N. BAGCHI,
Presiding Officer.

Date. February 16, 1972.

[No. L/1912/135/71-LRII.]

ORDER

New Delhi, the 4th March 1972

S.O. 866.—Whereas an industrial dispute exists between the employers in relation to the management of Mineral Sales Private Limited Co. Op. Colony, Hospet (Mysore State) and their workmen represented by the United Mineral Workers Union Hospet (Mysore State).

And Whereas the said employers and their workmen have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person mentioned therein and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement which was received by it on the 17th February, 1972.

AGREEMENT

FORM 'C'

AGREEMENT UNDER SECTION 10A OF THE INDUSTRIAL DISPUTES ACT, 1947 BETWEEN

Rep. Employers

1. Sri Narendrakumar Baldota, Managing Director, Mineral Sales P. Ltd., Hospet, Co. Op. Colony, HOSPET (Mysore State).
2. Sri C. Manick Chand, General Manager, Mineral Sales P. Ltd., Co. Op. Colony, Hospet.

Rep. Workmen

Sri Gudusab, General Secretary, United Mineral Workers Union, 7th Ward Reading Room, Hospet (Mysore State).

It is hereby agreed between the parties to refer the following dispute to the arbitration of Sri H. D. Goil, Regional Labour Commissioner (C), Hyderabad.

Specific matters in dispute:

Item No. 5.—Whether S/Sri M. D. Hussaman, T. Mohamad and Harising, working in weigh bridge are eligible for overtime for the years 1969, 1970 and 1971.

Item No. 6.—Whether it is necessary to convert all daily rates workers into monthly rates workers.

Item No. 7.—Whether it is necessary to provide leave facilities as below:—

- (a) 18 days sick leave, 12 days casual leave, 18 days earned leave and 15 days half pay leave.
- (b) Whether it is necessary to amend the existing procedure adopted for applying leave by the workers to the management.
- (c) Whether it is necessary to provide special leave for Gurkha watchmen who have to travel longer distance to their home and back whenever they go on earned leave.

Item No. 8.—Whether it is necessary to supply free fuel to all the workers.

Item No. 9.—Whether it is necessary to give mining allowance and house rent to all the workers.

Item No. 10.—Whether it is necessary to provide conveyance allowance which was stopped from July, 1970 and if so whether it is necessary to pay arrears of conveyance allowance from July, 1970 up to date.

Item No. 12.—Whether it is necessary to increase maternity benefit now paid @ Rs. 15 to female workers to Rs. 150.

Item No. 13.—Whether it is necessary to declare all temporary employees on roll who have put

in more than six months service as permanent workers with all facilities available for permanent workers.

Item No. 14.—Whether it is necessary to provide primary education facilities in the labour camps to afford education to their children.

Item No. 15.—Whether it is necessary to supply soaps and towels to all drillers and blasters and dust allowance to all workers.

Item No. 18.—Whether it is necessary for the company to declare as paid holidays all important festivals in a calendar in addition to six paid holidays allowed as per standing orders.

Item No. 19.—Whether it is necessary to introduce attendance bonus to all the workers including piece rated workers to serve as an incentive for regular and timely attendance to improve production.

Item No. 22.—Already withdrawn.

Item No. 23.—Whether it is necessary for the management to recognise United Minerals Workers Union, Hospet.

Item No. 24.—Whether it is necessary for the management to depute mines mate after 5 PM to supervise loading of ore in lorries to prevent complications from labour side and also prevent illicit loadings.

(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking.

Sri Narendrakumar Baldota, Managing Director, Minerals Sales P. Ltd., Co. Op. Colony, Hospet (Mysore State)

Sri Gudusab, General Secretary, United Mineral Workers Union, Hospet, (Mysore State) 7th Ward Reading Room, Hospet, (Mysore State).

(iii) Name of the Union if any rep. the workmen in question.

United Mineral Workers Union, 7th Ward Reading Room, Hospet (Mysore State).

(iv) Total number of workmen employed in the undertaking is 350.

(v) Estimated number of workmen affected are likely to be affected by the dispute is 300.

We further agree that the decision of the Arbitration shall be binding on us.

The Arbitration shall make his Award within a period of three months or within such further time as is extended by mutual agreement between us in writing. In case the Award is not made within the period aforementioned the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Dated the 1st January, 1972

Signature of the parties

Rep. Employer.

- (1) For Mineral Sales Private Ltd.,
(Sd.) Director

Rep. Workmen.

- (2) General Secretary, United Mineral Workers Union, Hospet.

(Sd.) K. GUDUSAB,

Witnesses:

(Sd.) (1) G. NARAYANSWAMY, ALC(C), Bellary.

(Sd.) (2) P. H. KILLIDAR, Steno, Office of ALC, Bellary.

[No. L—29013/1/72-LR-IV.]

BALWANT SINGH, Under Secy.

श्रम और पुनर्वास मंत्रालय

(श्रम और रोजगार विभाग)

आदेश

महं दिल्ली, 4 मार्च 1972

का० आ० 866.—यतः मिनरल सेल्स प्राइवेट लिमिटेड, को-प्रौद्योगिक कालोनी, हास्पेट (मैसूर राज्य) के प्रान्त से मन्त्रवृत्ति नियोजकों और उन के कर्मकारों के बीच, जिन का प्रतिनिधित्व यू.एस्टेट मिनरल वर्क्सें यूनियन, हास्पेट (मैसूर राज्य) करती है, एक घोषणागिक विवाद विद्यमान है;

यो यतः उत्तर नियोजकों और कर्मकारों ने घोषणागिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10क की उपधारा (1) के उपबन्धों के अनुसारण में एक लिखित करार द्वारा उक्त विवाद को उस में वर्णित व्यक्ति के माध्यम से किये निर्देशित करने का करार कर लिया है और उक्त माध्यम धम् करार की एक प्रति केन्द्रीय सरकार को भेजी गई है;

यतः, यदि, घोषणागिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10क क उपबन्धों के अनुसारण में, केन्द्रीय सरकार उत्तर माध्यम करार को, जो उसे 17 फरवरी, 1972 को मिला था, एतद्वारा प्रकाशित करती है।

करार

(घोषणागिक विवाद अधिनियम, 1947 की धारा 10क के अधीन)

बीच

नियोजकों का प्रतिनिधित्व करने वाले:—1. नरेन्द्र कुमार बालझटा, प्रबन्धक, मिनरल सेल्स प्रा० लिमिटेड, हास्पेट, को-प्रौद्योगिक कालोनी, हास्पेट (मैसूर राज्य)।

2. श्री सो० मानक चन्द्र, महाप्रबन्धक, मिनरल सेल्स प्रा० लिमिटेड को-प्रौद्योगिक कालोनी, हास्पेट।

कर्मकारों का प्रतिनिधित्व करने वाले:—श्री गुडुसाह, महा० मंत्री, यूनाइटेड वर्क्सें यूनियन, या० वार्ड रीफिंग रूम, हास्पेट (मैसूर राज्य)।

प्रकारों के बीच निम्नलिखित घोषणागिक विवाद को श्री एच० श्री० नोयल, क्षेत्रिये श्रमायुक्त (केन्द्रीय), हैदराबाद के मध्यस्थम् के लिए निर्दिशित करने का करार कियाग गया है।

(1) घिनितिक विवाद प्रस्त विषय: महं संख्या 5—या० लोकन विज में कार्य कर रहे सर्वेत्र एम० श्री० हुस्तामान, श्री० भोहमद और हरीसिंग 1969, 1970 और 1971 वर्षों के लिये समयोपरि भले के पास हैं?

महं संख्या 6.—क्या दैनिक दर-श्रमिकों को मासिक दर-श्रमिकों में बदलना आवश्यक है।

महं संख्या 7.—क्या छुट्टियों संबंधी निम्नलिखित सुविधाएं प्रदान करना आवश्यक है:—

(क) 18 दिन की श्रीमारी छुट्टी,

12 दिन आकस्मिक छुट्टी,

13 दिन अर्जित छुट्टी और

15 दिन अर्द्ध-वेतन छुट्टी।

(ख) क्या श्रमिकोंद्वारा प्रबन्धकोंके छुट्टीके लिए आवेदन करने की वर्तमान प्रक्रिया में संशोधन करना आवश्यक है?

(ग) क्या गुरुवार चौकीदारोंको, जिन्हें जन कभी वे अर्जित छुट्टी पर जाते हैं, घर जाने हुए तथा वापस आने हुए सफर का अधिक लम्बा रात्ता तय करना पड़ता है, विशेष छुट्ट देना आवश्यक है?

महं संख्या 8.—क्या सभी कर्मकारों को मुफ्त इंधन सप्लाई करना आवश्यक है?

महं संख्या 9.—क्या सभी कर्मकारों को खनन भना और मकान किया दे ता आवश्यक है?

महं संख्या 10.—क्या सवारी भत्ता, जो जुलाई, 1970 से अन्दर किया गया था, देना आवश्यक है और यदि हाँ तो क्या जुलाई, 1970 से अद्यतन सवारी भत्ता के बकाया का भुगतान करना आवश्यक है?

महं संख्या 12.—क्या महिला श्रमिकों को इस समय 15 रुपये की दर से दिये जा रहे प्रसूति लाभ को बढ़ा कर 150 रुपये करना आवश्यक है?

महं संख्या 13.—क्या पंजी में दर्ज ऐसे सभी अस्थायी कर्मकारोंको, जिन्होंने 6 मासोंमें अधिक सेवापूर्ण कर रखा है स्थायी कर्मकारोंको मिलने वाली समस्त सुविधाओं सक्ति, स्थायी कर्मकारोंके रूपमें घोषित करना आवश्यक है?

महं संख्या 14.—क्या श्रमिक शिविरोंमें श्रमिकों के बच्चोंको शिक्षा प्रदान करने हेतु प्राथमिक शिक्षा सम्बन्धी सुविधाएं देना आवश्यक है?

महं संख्या 15.—क्या सभी डिलरों और ब्लास्टरोंको साक्षन और तौलिए सप्लाई करना और सभी कर्मकारोंको धूति भत्ता देना आवश्यक है?

महं संख्या 18.—क्या कम्पनी के लिए स्थायी आदेशोंके अनुसार दी गई छुट्टियोंके अतिरिक्त, कैलेंडर के सभी महत्वपूर्ण त्यौहारोंको सवेतन छुट्टियां घोषित करना आवश्यक है?

महं नं० १६.—या सभी कर्मकारों के लिए, जिन में उजरनी दर कर्मकार शामिल हैं, उपस्थिति बोनस रायज करना आवश्यक है, जो उत्पादन सुधारने लेतु नियमित और समय पर उपस्थिति के लिए प्रोत्साहन का कार्य करे ?

महं नं० १७.—पहले ही वापस ले लिया गया।

महं नं० १८.—या प्रबन्धकों के लिये यूनाइटेड मिनरल वर्क्स यूनियन, हास्पेट को सान्यता देना आवश्यक है ?

महं नं० १९.—या प्रबन्धकों के लिए शाम के ५ बजे के बाद खान मेटों को नियुत करना आवश्यक है ताकि वे नारियों में अप्रस्क के नदन का पर्यवेक्षण कर सकें और अवैध लदान को भी रोक सकें ?

(2) विवाद के पक्षकारों का विवरण, जिस में अन्वेषित स्थापन या उपक्रम का नाम और पता सम्मिलित है.—श्री नरेन्द्र कुमार बाल डोटा, प्रबन्धक निदेशक, मिनरल सेल्स प्रा० लिमिटेड, को-आप० कालोनी, हास्पेट (मैसूर राज्य)।

श्री गुडुसाब, महा मंत्री, यूनाइटेड मिनरल वर्क्स मूनिया, हास्पेट, (मैसूर राज्य) ७ वां वार्ड रीडिंग रूम, हास्पेट (मैसूर राज्य)।

(3) यदि कोई संघ प्रश्नगत कर्मकारों का प्रतिनिधित्व करता हो तो उस का नाम.—यूनाइटेड मिनरल वर्क्स यूनियन, ७वां वार्ड रीडिंग रूम, हास्पेट (मैसूर राज्य)।

(4) प्रभावित उपबन्ध में नियोजित कर्मकारों की कुल संख्या—३५०

(5) विवाद द्वारा प्रभावित या सम्भाव्यत प्रभावित होने वाले कर्मकारों की प्राक्तिक संख्या—३००

हम यह करार भी करते हैं कि मध्यस्थ का विनिश्चय हम पर आनंद कर होगा।

मध्यस्थ अपना पंचाट तंत मास के कालावधि या इन्हें और समय के भीतर जो हमारे बीच पारस्परिक सिखित करार द्वारा बढ़ाया जाय, देगा। यदि पूर्व वर्णित कालावधि के भीतर पंचाट नहीं दिया जाता तो मध्यस्थ के लिए तिदेव म्ब० दिंदू० ज ए० और हम नए मध्यस्थ के लिए बातचीत करने को स्वतन्त्र होंगे।

तारीख पहली जनवरी, 1972

पत्रकारों के हत्तात्रर

नियोजकों का प्रतिनिधित्व करने वाले

(1) ह०/-को मिनरल सेल्स प्राइवेट लिमिटेड निदेशक

कर्मजारों का प्रतिनिधित्व करने वाले

(2) ह०/- के० गुडुसाब, महा मंत्री मूनाइटेड मिनरल वर्क्स मूनियन, हास्पेट।

साझी

1. ह०/- (जी० नारायणस्वामी) सहायक अम आयुक्त, बल्लारी,

2. ह०/- पी० एच० किलोवार, आप० नेशक, सहायक अमायूक्त, बे लारी का नायलिम।

[मंस्या एल-२९०१३/१/७२-एल० आर०-४]

बलबन्त सिंह, अवर सचिव।

(Department of Labour and Employment)

New Delhi, the 1st March 1972

S.O. 867.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Martin's Light Railways and their workmen, which was received by the Central Government on the 22nd February, 1972.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA.

REFERENCE NO. 59 OF 1971

PARTIES:

Employers in relation to the Martin's Light Railways.

AND

Their workmen.

PRESENT:

Shri S. N. Bagchi.—Presiding Officer.

APPEARANCES:

On behalf of Employers.—Shri Ajit Roy Mukherjee, Counsel.

On behalf of Workmen.—Shri A. Das Choudhury, Advocate.

STATE: West Bengal.

INDUSTRY: Railways.

AWARD

This reference under Section 10(1) of the Industrial Disputes Act, 1947, arises out of an industrial dispute between Martin's Light Railways and the entire Head-Office staff, Calcutta and has been referred to this

Tribunal for adjudication by the Central Government vide their Order No. 41011/1/71/LR III, dated the 15th April, 1971. The matter referred to for adjudication is:

"Whether the action of the management of Martin's Light Railways, Calcutta in terminating the services of the entire Head Office Staff with effect from the 1st January, 1971 was justified? If not, to what relief are the workmen entitled?"

2. The General Secretary, Martin's Light Railways Head Office Staff Union, representing the workmen of the Head office of the Martin's Light Railway, and for and on behalf of the workmen of the said Head office filed a statement of case for the workmen of the Head office. It is alleged in the statement of the case para 11, that suddenly by individual letter, dated, 27th November, 1970. (Annexure A), the employers i.e. the Railways declared the head office of the Martin's Light Railways in Calcutta to be closed with effect from 1st January, 1971 and that on such false and malicious plea terminated the services of all workmen of the head office, by way of retrenchment without payment of any retrenchment compensation although the head office of the Martin's Light Railways has not in fact and law closed. The office is functioning with the staff who were served with the letter of termination of their services, but were chosen for working arbitrarily. The said staff has been discharging their duties in the head office in relation to two Light Railways which have been running. The members of the staff numbering 83 have been getting wages and enjoying amenities as they had been getting and enjoying before the alleged closure of the head office. It is asserted in para 14 of the statement of case that if the volume of work in the head office got reduced due to the alleged closure of three Railway lines, the management should have declared a section of the head office staff surplus and should have proceeded on the basis of "last come first go", and should have paid them retrenchment compensation and notice pay under Sec. 25 F of the Industrial Disputes Act. The employers, as alleged in para 14, illegally declared the head office closed and took shelter under Sec. 25FFF of the Industrial Disputes Act. The termination of services of workmen staff of the head office has been in each case malafide, illegal and inoperative. The workmen claim to be reinstated with full back wages, bonus and other reliefs to their respective posts as held before termination of their respective services. This statement of case, bearing date 20th May, 1971 was received by this Tribunal on 21st May, 1971. The Opposite party Railways preliminary rejoinder to the workmen's statement of case, was received by the Tribunal on 27th May, 1971. The Employer, opposite party, Martin's Light Railways—consists of five Light Railways, (1) The Shahdara (Delhi-Saharanpur Light Railway Co., Ltd., (2) The Howrah-Amta Light Railway Co., Ltd., (3) The Howrah-Sheakhala Light Railway Co., Ltd., (4) The Arrah-Sasaram Light Railway Co., Ltd., and (5) The Futwah-Islampur Light Railway Co., Ltd., being each a Limited Company. Those five Railway Companies, as alleged in the rejoinder, had a joint Head office at Calcutta managing the affairs of those five Railway companies. The Calcutta Head office staff of joint Railway headquarter office were employees of all the five Railways which by arrangement amongst themselves used to bear all expenses of the joint headquarter office at Calcutta including staff in the proportion as:

1. S. S. Lt. Rly. Co. Ltd.—45 per cent.
2. H. A. Lt. Rly. Co. Ltd.—25 per cent.
3. H. S. Lt. Rly. Co. Ltd.—5 per cent.
4. A. S. Lt. Rly. Co. Ltd.—20 per cent.
5. F. I. Lt. Rly. Co. Ltd.—5 per cent.

The member of staff employed by all the five Railways together at the said joint Railway Headquarters office was as:

Class III Staff.—149

Class IV Staff.—49.

There is a cash office at the said headquarter office with 5 class III and 9 class IV staff employed there by four Railways except S S. Lt. Rly. Co. Ltd. The four Railway Companies used to bear the salaries of such staff in the proportion of:

1. H. A. Lt. Rly. Co. Ltd.—50 per cent.
2. H. S. Lt. Rly. Co. Ltd.—10 per cent.
3. A. S. Lt. Rly. Co. Ltd.—30 per cent.
4. F. I. Lt. Rly. Co. Ltd.—10 per cent.

There were two recognised unions in the said joint Railway Headquarters office—(1) Martins Light Railway, Head office Staff Union, (2) Martin's Railway Staff Association, with the respective members being 145 approx. and 64 as per last returns received by the Headquarters joint head office. S S. Light Rly. Company was closed on 1st September, 1970 on issuing public notice due to heavy financial losses for the decades past and services of all employees of that Railway lines and stations were terminated (vide Annexure A). Thereafter the said Railway Company's members went into voluntary liquidation on and from 10th December, 1970. The Liquidators have already sold and delivered a part of its assets and the balance are in the process of delivery to buyers.

3. Howrah Amta Lt. Railway Co., Ltd. and H. S. Lt. Rly. Co., Ltd. had been suffering mounting losses due to heavy operational cost, added with it the increasing competition from the road, and those two companies had also closed down after giving public notice with effect from 1st January, 1971 and terminated the services of all staff employed on these lines and stations (vide Annexure B). Due to closure of the above three Railways Companies, which used to contribute 75 per cent of cost of the staff employed at the joint Railway headquarters office, it was no longer possible to continue the said Headquarter office. It was decided to close down the joint Head office completely with effect from 1st January, 1971 which was done accordingly, and services of all class III and IV staff numbering 153 and 58 respectively were terminated on and from 1st January, 1971 after giving due notice (vide Annexure C).

4. To complete the works of closure of the S. S. Light Railways the Liquidators and those for the other two Railways Companies had to employ purely on a temporary basis out of the workmen discharged as a result of closure of the joint Head office the following staff.

	Clays III	Cl. IV	Total
1. S. S. Lt. Rly. Co. Ltd.	8	+	8
2. H. A. & H. S. Rly. Co. Ltd.	13	11	24

Pending final decision on the transfer to Bihar of the work Arrah-Sasaram and Futwah-Islampur Light Railways which was used to be done at the said joint Head office at Calcutta and procurement of a suitable accommodation therefor in Bihar, the said two Railways also employed out of the discharged staff as aforesaid 31 class III and 10 class IV staff (vide Annexure D).

5. The Opposite party referred to certain decisions of the Ministry of Labour and Employment regarding the prima-facie genuine and bona-fide action of closure of the joint Head office at Calcutta, and its decision as to the non-existence of any industrial dispute as raised by Head office staff Union. Despite such decisions communicated by the Ministry by its letter of 27th February, 1971, the Ministry by its order dated 15th April, 1971, purported to refer to the Central Government Industrial Tribunal, Calcutta an alleged industrial dispute between the management, described in the order of reference as the Employers in relation to the Martin's Light Railways and their workmen, in the terms as have been set forth in the Schedule to the order of reference. The Opposite party raised a

preliminary objection to the entertainment of the reference for adjudication by this Tribunal contending *inter-alia* that the purported order of reference passed by the Ministry was illegal and *ultra vires* the jurisdiction of the Ministry upon several grounds set forth in clauses (a to d) of para 9 of the Opposite passed by the Ministry was illegal and *ultra vires* the jurisdiction of the Ministry upon several grounds set forth in clauses (a to d) of para 9 of the Opposite party invites the Tribunal to hear and determine the preliminary point thus raised.

6. On 14th June, 1971, this Tribunal received a petition signed by 49 workmen of Martin's Light Railway Head office. On 17th September, 1971, this Tribunal received five copies of a memorandum of Settlement from the parties for recording the same. This Tribunal fixed on 7th January, 1972 the date being 20th January, 1972, for recording the settlement. On 17th January, 1972, this Tribunal received five copies of Settlement from the management. On 19th January, 1972, this Tribunal received a petition of objection from the Union against recording of the settlement by the Tribunal. On 20th January, 1972, this Tribunal passed the following order:

"Sri A. Chakravorty, Deputy Chief Personnel Officer, appears on behalf of the management and Sri D. L. Sen Gupta, Advocate, appears on behalf of the workmen.

To-day was fixed for recording terms of compromise which was filed earlier and for passing necessary orders thereon. The Union and some of the workmen have now filed an objection against recording of the compromise. A copy of that objection petition has been served to-day in court by Sri Sen Gupta, learned Advocate of the Union, on the other side.

Sri A. Chakravorty, Deputy Chief Personnel Officer, submits that he has to traverse the objection petition by an affidavit and for that purpose 7th of February is fixed for filing the objection petition along with the affidavit and also for hearing of the matters and recording of the compromise. The copy of the management's objection petition supported by a copy of the affidavit should be served on Mr. Sen Gupta, as undertaken by Mr. Chakravorty, positively by the 5th of February, 1972.

On 7th February, 1972 the matters will be placed for consideration and for such other directions as I deem fit and proper."

On 29th January, 1972, the Tribunal received a petition signed by two workmen praying for striking off from the petition, dated 19th January, 1972, purported to be one for rejecting the settlement, their names though they had set forth their signature of such petition upon the representation made by the Union members suppressing the contents thereof and upon misrepresentation. They pray for striking off their names from the said petition asserting that they freely and voluntarily signed the memorandum of settlement. That petition was put up for hearing on 7th February, 1972. On 7th February, 1972, this Tribunal passed the following order:

"There are three applications now before me, one for adjournment prayed by the General Secretary, Martin's Railway Head office Staff Union which is moved by Sri A. Das Choudhury, Advocate on behalf of the Union

Another application is by two gentlemen, Abani Bhushan Marik and R. K. Dey, making certain allegations against the union members without any supporting affidavit. The third one is a reply by the Company Opposite party supported as it were by an affidavit sworn by one Lala Himansu Das, Liquidator of the Shahdara Light Railway Co. Ltd., and Chief Accounts Officer of the Howrah-Amta Light Railway Co., Ltd., the Arrah-Sasaram Light Railway Co., Ltd., the Howrah-Sheikhala

Light Railway Co., Ltd., and the Futwah-Islampur Light Railway Co., Ltd. The verification of the affidavit shows that the statements in the affidavit are submission and are stated to be true to the knowledge of the deponent.

I take up the third application which is the reply submitted by the affidavit. Paragraph 3 of the application cannot be a submission. The paragraph contains statement of facts imperfectly drawn evident from the line. "The said settlement was arrived by the Union for and on behalf of workmen purely voluntarily without any coercion or influence by the Railway on them and in consideration of the payment stipulated therein". Settlement cannot be arrived at by one party, it must be by two parties. The other line is "out of the said employees, only 14 have signed the application now filed before this Tribunal objecting to the said Settlement being recorded and two out of them, the Railways understand, were made to sign the said application on misrepresentation". Understanding is a psychological factor and not a fact. Fraud, misrepresentation, etc., must be specifically stated relating to the person who made the misrepresentation etc. to whom, when and how. The Railways are different entities than the liquidator. The Railways understand but not the liquidator. There are innumerable other legal shortcomings and factual imperfections. Certain facts stated as true to the knowledge cannot be *prima facie* to be so. So, this affidavit as presented before this court can hardly be accepted and acted upon by the Court. Therefore, an affidavit must be filed in due form as required under Rule 19 of the Code of Civil Procedure read with Rule 24 of Central Rules under Industrial Disputes Act, 1947.

The application of Sys. Abani Bhushan Marik and R. K. Dey contain certain serious allegations of facts. The application is neither verified nor supported by any affidavit. So, this application, if the applicants want to press, must be supported by affidavit according to law.

As I am to adjourn this case for giving an opportunity to the Opposite party, and the workmen gentlemen, the proper reply supported by affidavit respectively and for filing affidavit as observed by the relative parties in the manner directed above, the third application for adjournment becomes redundant. Without accepting the facts stated in the affidavit, this court adjourns the case for complying with the directions as given above by Friday, 11th February, 1972 positively, failing which the case will be taken up for recording the settlement or passing such other order or orders as this Court would deem fit and proper. The application for adjournment is thus disposed of."

On 11th February, 1972, the two workmen as directed filed one document purported to be an affidavit on a non-judicial stamp paper sworn before a Presidency Magistrate at Calcutta on 8th February, 1972. The Opposite party filed on 10th February, 1972 a written reply to the Union's objection petition against recording of the settlement, purported to be supported by an affidavit sworn before a Notary, India on 9th February, 1972, by Lala H. Das, Chief Accountant Officer of four Railway Companies as mentioned upon the document affixed with a non-judicial Notarial Stamp.

7. Then this Tribunal took the entire matter relating to the recording of the settlement and objection thereto by the Union and the objection petition of two workmen and their affidavit and the Opposite party's reply to the Union's objection petition and the affidavit in support of the Opposite party's reply. For the Union the learned Advocate Das Choudhury was

heard over the matter in extenso. For the two workmen who were present before the Tribunal, none else appeared to represent them, but the workmen present were heard in person. For the Opposite party their learned Counsel Mr. Roy Mukherjee was heard in extenso. The matter of recording settlement and objection thereto filed by the Union and the two workmen's petition mentioned above and all other connected matters were fully heard on the submissions as made before the Tribunal. To Mr. Das Choudhury, the learned Advocate for the Union and to the two workmen present, I made it clear that if the objection against the recording of the Settlement could not be substantiated, I would proceed to consider the matter of recording of the settlement and called upon Mr. Das Choudhury to argue on the objection petition of the Union and about fairness, justness and equity in the terms of the settlement negotiated and recorded in the memorandum signed by the Union and the management and filed before the Tribunal for recording the same and making an award in terms thereof incorporating the same in the award. The two workmen, however, are parties to the settlement. Mr. Das Choudhury first addressed on the Union's objection petition and then on the justness, fairness and equity in the terms of the settlement. Mr. Roy Mukherjee traversed in his reply to Mr. Das Choudhury all the points raised in his argument.

8. I refused to consider the affidavit of the workmen as well as the one of the Opposite party. The respective affidavits were sworn in contravention of Order 19 of the Code of Civil Procedure read with rule 24 of the Rules framed by the Central Government in 1957 under Industrial Disputes Act, 1947. The affidavits are on non-judicial stamp, one sworn before a Presidency Magistrate and the other before a Notary India at Calcutta. Hence I refused to act upon those affidavits.

9. The Union's objection to the recording of the settlement is pivoted on coercion. It is not stated in the objection petition who coerced, whom, when and under what circumstances and what was the nature of the coercion. The objection petition is neither supported by any verification of an officer of the Union nor supported by any affidavit sworn in by any body. So, there is no pleading of coercion which is a species of fraud in the Union's objection petition. Mr. Das Choudhury submitted that Union would adduce evidence on the allegation of coercion. But I could not accept his submission. As there is no lawful pleading of the fact of coercion in the objection petition of the Union, there can arise no question of adducing evidence in support of a fact which cannot be legally put to a relevant issue. There is a resolution of the Union before the memorandum of settlement was put to writing and signed by the Union and the management. The resolution reads as follows:—

"This Union accept the closure of the Head Office at 9, Lalbazar Street, Calcutta-I of Martin's Light Railways with effect from 1st January, 1971. Although the Union raised an industrial dispute thereon and that dispute is now pending before the Central Government Industrial Tribunal, Calcutta as reference No. 59 of 1971 the Union is now convinced about the genuineness and bona fide of the said closure and the termination of services of the staff resulting therefrom. It therefore urges upon the Management of the Head Office of the Martin's Light Railways to pay to its members whose names are set out hereunder all compensation due and payable to them under Section 25 FFF of the I. D. Act or such portion thereof as the Management can pay to them immediately".

There is nothing in record to show that the resolution was cancelled at any time by the Union. On the other hand, in pursuance of such resolution, the Union did enter into negotiation with the management

and arrived at the settlement, recorded in the memorandum, duly signed by the Union officials and management's representative. The resolution speaks for itself and supports the freeness, genuineness, voluntariness and bonafides of the transaction of negotiations between the parties, as recorded in the memorandum duly signed by the Union officers, on the authority of the resolution and by the management's authorised agent. Hence, the union did not dare plead the fact of coercion in the objection petition according to law. The basic foundation of the objection against the freeness, voluntariness and bonafides in the negotiations, and the making of the memo of the negotiations in the record of the settlement filed, and signing thereof by party representatives, had been knocked out of its bottom by the union's resolution. I find that the objection against the recording of the settlement filed by the Union has no foundation in the frame of the petition itself. Accordingly, I reject the objection raised by Union in the petition.

10. The allegation in the two workmen's petition is of misrepresentation by union members. There is no statement in their petition (unverified and unsupported by a lawful affidavit) as to who made the misrepresentation, when, how on whom and under what specific circumstances. The two workmen Sree A. B. Marick and R. K. Dey in their petition dated 25th February, 1972 allege that on 19th January, 1972 according to the direction of the members of the Union, they signed a petition without being informed about its contents and upon representation that if they signed the paper they would get money from the management. They, however, affirm in the petition that freely and voluntarily they signed the memorandum of settlement understanding its contents. They were present before the Tribunal and stated that they would not object to the settlement being recorded disregarding their statements appearing in the petition dated 19th January, 1972. The petition dated 19th January, 1972 with the annexure is the objection by the union against recording of the memorandum of settlement and making an award thereon. The annexure is the objection and the other part is the memo of representation. Both the documents bear the signatures of the two workmen R. K. Dey and Abani Bhushan Marick and those of President, Vice-President of the Union and some of the renounced workmen. I have dealt with the objection petition dated 19th January, 1972 on its merit and I am not ready to accept it as it fails upon its inherent lacuna as already pointed out. So, the petition of the two workmen needs no further discussion as to its merit. I accept that they (two workmen) have no objection to the recording of the settlement and making an award thereon, if not otherwise barred by any legal provision.

11. On 3rd September, 1971 the Union passed a resolution already quoted. The copy on record is under the signature of the general Secretary of the Union that raised the dispute. The resolution says that the Union was convinced about the genuineness of the closure and termination of the services of the staff resulting therefrom. The resolution calls upon the management to pay to staff all compensation due and payable to them under Section 25FFF of the Industrial Disputes Act and such other portion thereof as management can pay to them immediately. The copy of the resolution was forwarded to the management and is now in record. On 17th September, 1971, along with the joint petition of the General Secretary and Assistant General Secretary of the Staff Union and of the management duly signed, praying for recording of the settlement and for making a no dispute award thereon, the memo of settlement came to the Tribunal. But on 19th January, 1972 the objection petition, against the recording of the settlement and making a no dispute award thereon came to the Tribunal without the signatures of the General and Assistant General Secretary. For the Union the memo of settlement was signed by the General, Assistant General Secretaries and the Treasurer of the Union with a list of 155 workmen appended thereto. A memorandum

of settlement signed by 34 workmen and by the representative of the management was sent to this Tribunal with a list of 155 workmen appended thereto. This settlement memo, dated 8th September, 1971, also bears the signatures of General Secretary, Assistant General Secretary and Treasurer of the Staff Union. The Settlement memo signed by the Union representatives and the representatives of the management is also of 8th September, 1971. A memo of settlement dated 14th June, 1971 signed by 49 workmen and by the representative of the management with a joint prayer for recording the terms of the settlement came to this Tribunal on 14th June, 1971. This document, however, does not bear signatures of any Union official. So, there are those three memo of settlement now before this Tribunal for recording and making an award thereon. Of the two memo of settlement, one has been signed by 34 workmen and three Union officials and representatives of the management, and the other by 49 workmen and by the representative of the management with a prayer for recording the same and making an award thereon, has not been signed by any one of the Union officials.

12. I have steered clear of the objection filed by the Union along with some of the workmen against recording of the memo of settlement dated 8th January, 1971 signed by the union officials and the representative of the management who jointly prayed for recording in terms of the settlement a no dispute award. The workmen R. K. Dey signed the memo of settlement along with 48 other workmen. The memo of settlement dated 8th September, 1971 signed by the Union officials and the representative of the management and the memo of settlement dated 14th June, 1971 signed by 49 workmen and the representative of the management are the same in material particulars and in operative portions thereof. The memo of settlement dated 8th September, 1971 signed by 34 workmen and the three Union officials and the representative of the management is a copy of the memo of settlement, dated 8th September, 1971 signed by the Union officials and the representative of the management. The terms and conditions of the three settlements are in material particulars and operative parts are the same. The Union's resolution refers to above leaves no doubt about the freeness, voluntariness and genuineness of the terms and conditions of the settlement arrived at the collective bargaining process. The only question is whether the terms and conditions of the settlement are fair, legal and equitable and are for the benefit of all the workmen who are being represented in the dispute by the union and are parties to the dispute.

13. The fact of closure of the Headquarter office has been accepted by the Union as well as by the workmen who signed the two settlement already mentioned. So, the legal consequence must therefore follow. The workmen have been lawfully dealt with upon their services being terminated by the management on and from 1st January, 1971 following the genuine closure as accepted by the Union as well as by 83 workmen individually. The terms and conditions relating to payment of compensation under Section 25FFF as in the settlement memo are legal and for the benefit of all workmen who are parties to the dispute. As regard clause B(ii) of the memo of settlement, page 2, signed by union officials and the representatives of the management Mr. Das Choudhury for the Union urged as there was no definite time fixed for payment of the 50 per cent of the compensation, there would be much hardship to the workmen if they were to wait for indefinite period and as such the terms in clause B(ii) was not fair and should not be recorded. The Union's resolution dated 3rd September, 1971 says "It, therefore, urges upon the management of head office of the Martin's Light Railways to pay to its members whose names are set out hereunder all compensation due and payable to them under Section 25FFF of the Industrial Disputes Act or such portion thereof as the management can pay

them immediately". The clause B(i) relates to immediate payment of 50 per cent compensation and other dues on a programme and clause B(ii) relates to deferred payment of balance of 50 per cent compensation and other dues. This clause appears to be in consonance with the spirit of the terms of the Union resolution which speaks of immediate payment and deferred payment. So, I find the terms in clause B(ii) fair and legal and beneficial to the workmen.

14. I have considered all the terms of the settlement fair, legal, equitable and beneficial to all the workmen. The prayer for making "no dispute" award is *prima-facie* illegal. Some right has been created to claim benefit under the settlement as in clause B(ii).

15. So, I record the relevant portion of the settlement dated 8th September, 1971 herein under set forth between the workmen represented by the Union and the management and make an award in terms of the said settlement which shall form part of my award, made and given in terms of the settlement hereunder recorded and made part of my award:

"Now this agreement witnesseth as follows

(A) The Union have accepted and hereby accept the termination of services of the workmen mentioned in Schedule I hereto with effect from 1st January, 1971 consequent upon the closure of the Railway Headquarters Office which the Union accepted and hereby accept as genuine and bona fide closure from the same date viz., 1st January, 1971. Such of the said workmen as are now present at Calcutta have in token of confirmation of the said acceptance by the Union as well as their individual acceptance of the genuineness and bonafides of the said closure also affixed their signature at the foot thereof.

(B) In consideration thereof the Railways shall pay to each of such ex-employees (who have not received payment) compensation for termination of their services under Section 25FFF of the Industrial Disputes Act, 1947 and other dues in the following manner:—

(i) 50 per cent of such compensation as also 50 per cent of his other dues, viz., leave salary, bonus and gratuity on a programme basis viz., not more than three workmen a day excepting Saturdays Sundays and holidays, commencing after three days from the date of signing this Agreement.

(ii) The balance 50 per cent of such dues or such portion thereof as such workmen may be entitled to according to law will be paid to them as soon as sufficient money is available with the Railways for such payment.

(iii) Neither the Union nor the workmen whose names are mentioned in the Schedule I hereto will have any claim against the Railways for reinstatement or on any other account whatsoever upon receipt of the said payment.

(C) The Union representing the said workmen will jointly file with the Railways an application before the Tribunal for recording the aforesaid terms of settlement and making a no-dispute Award in the said Reference No. 59 of 1971 now pending before the said Tribunal pursuant to the said Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) Order No. 41011/71/LRIII, dated the 15th April, 1971".

This is my award. There will be no order as to costs.

Dated,
February 15, 1971.

(Sd.) S. N. BAGCHI,
Presiding Officer

**BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL, CALCUTTA**

In the matter of the Govt. of India, Ministry of Labour Employment & Rehabilitation (Dept. of Labour & Employment) Order No. 41011/1/71/LT III dated 15th April, 1971.

AND

In the matter of Reference No. 59 of 1971.

Employers in relation to Martin's Light Railways.

Vs.

Their Workmen.

The parties to the above dispute viz. The Howrah-Antra Light Railway Co. Ltd., The Howrah-Sheakhala Light Railway Co. Ltd., The Arrah-Sasaram Light Railway Co. Ltd., and The Shahdara (Delhi)-Saharanpur Light Railway Co. Ltd. (in Voluntary Liquidation) all Companies incorporated under the Indian Companies Act having their registered office at 12, Mission Row, Calcutta-1 and Martin's Railways Head Office Staff Union, the registered Union having its registered office at Mercantile Buildings, 9, Lal Bazar Street, Calcutta-1, have mutually settled the above dispute by an Agreement dated 8th September, 1971 which is annexed hereto and marked 'A'.

The parties jointly pray that the Tribunal be pleased to record the terms of settlement contained in the said Agreement and make a No Dispute Award in the aforesaid Reference.

Dated this 8th day of September 1971.

For the Howrah-Antra Light Railway Co. Ltd.

The Howrah-Sheakhala Light Railway Co. Ltd.

The Arrah-Sasaram Light Railway Co. Ltd.

The Futwah-Islampur Light Railway Co. Ltd.

By

(Sd.) L. H. DAS.
Chief Accounts Officer.

AND

For The Shahdara (Delhi)-Saharanpur Lt. Rly. Co.
Ltd. (In vol. liqudn.)

By

(Sd.) L. H. DAS.

Liquidator

For Martin's Railways Head Office Staff Union

By

(Sd.) K. P. CHATTOPADHYAY.
General Secretary.

(Sd.) M. K. CHAKRABARTY,
Asstt. General Secretary.

This agreement is made this 8th (Eight) day of September, One thousand Nine hundred and Seventy-one between the Howrah-Antra Light Railway Company Limited, The Howrah-Sheakhala Light Railway Company Limited, The Arrah-Sasaram Light Railway Company Limited, The Futwah Islampur Light Railway Company Limited, and The Shahdara (Delhi)-Saharanpur Light Railway Company Limited (in Voluntary Liquidation) All Companies incorporated under the Companies Act and having their registered offices at 12 Mission Row, Calcutta (hereinafter jointly referred to as "the Railway") of the one part and Martin's Railways Head Office Staff Union a registered Union having its registered office at "Mercantile Buildings", 9, Lal Bazar Street, Calcutta and representing the workmen whose names are set out in the Schedule I hereunder all employed by the Railways at their said Joint Head Office prior to 1st January, 1971 (hereinafter referred to as "the Union") of the Other Part.

Whereas

(1) The workman whose names are mentioned in the Schedule I hereto were employed in the Joint Head Office of the Railways at 9, Lal Bazar Street, Calcutta prior to 1st January, 1971.

(2) The said joint Head Office of the Railways were permanently closed down with effect from 1st January, 1971 and the services of all employees including those mentioned in the Schedule I hereto were terminated with effect from 1st January, 1971.

(3) The Union representing the said workmen questioned the bona fides of the closure of the said Head Office and raised an industrial dispute over the termination of the services of the said workmen which after due conciliation by the Regional Conciliation Officer (Central) was referred to the Central Government Industrial Tribunal at Calcutta for adjudication by the Government of India, Ministry of Labour Employment and Rehabilitation (Department of Labour and Employment) Order No. 41011/1/71/LRIII dated 15th April, 1971;

(4) The Union filed its Statement of Case before the said Tribunal. The Railways also filed a preliminary objection and the said Reference is still pending before the said Tribunal as Reference No. 59 of 1971.

(5) The Presiding Officer of the Tribunal having retired and there being no Presiding Officer appointed as yet by the Government of India the hearing of the said Reference cannot proceed until a new Presiding Officer is appointed;

(6) The Union approached the Railways for settlement of the industrial dispute which forms the subject matter of the said Reference by mutual agreement and upon prolonged discussion over the matter have agreed to the following terms and conditions in full and final settlement of the said industrial dispute as is also evidenced by a copy of the resolution passed by the Union at its general meeting held on the 3rd September, 1971, being Schedule II hereto.

Now this Agreement witnesseth as follows:

(A) The Union have accepted and hereby accept the termination of service of the workmen mentioned in Schedule I hereto with effect from 1st January 1971 consequent upon the closure of the Railway Headquarters Office which the Union accepted and hereby accept as genuine and bona fide closure from the same date viz. 1st January 1971. Such of the said workmen as are now present at Calcutta have in token of confirmation of the said acceptance by the Union as well as their individual acceptance of the genuineness and bona fides of the said closure also affixed their signature at the foot hereof.

(B) In consideration thereof the Railways shall pay to each of such ex-employees (who have not received payment) compensation for termination of their services under Section 25FFF of the Industrial Disputes Act, 1947 and other dues in the following manner:

(i) 50 per cent of such compensation as also 50 per cent of his other dues, viz. leave salary, bonus and gratuity on a programme basis viz. not more than three workmen a day excepting Saturday, Sundays and holidays, commencing after three days from the date of signing this agreement.

(ii) The balance 50 per cent of such dues or such portion thereof as such workmen may be entitled to according to law will be paid to them as soon as sufficient money is available with the Railways for such payment.

(iii) Neither the Union nor the workmen whose names are mentioned in the Schedule I hereto will have any claim against the Railways for reinstatement or on any other account whatsoever upon receipt of the said payment.

(C) The Union representing the said workmen will jointly file with the Railways an application before the Tribunal for recording the aforesaid terms of settlement and making a no-dispute Award in the said Reference No. 59 of 1971 now pending before the said Tribunal pursuant to the said Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour & Employment) Order No. 41011/1/71/LRIII dated the 15th April, 1971.

In witness whereof the parties hereunto have set and Subscribed their hands and seals the day and year first above written.

Signed on behalf of the

Howrah-Amra Light Railway Co. Ltd.,

Howrah-Sheakhala Light Railway Co. Ltd.,

Arrah-Sasaram Light Railway Co. Ltd.,

Futwah-Islampur Light Railway Co. Ltd.,

By

Chief Accounts Officer.

AND

Shahdara (Delhi)-Saharanpur Light Railway Co. Ltd., (In Voluntary Liquidation).

By

Liquidator.

Signed Sealed and Delivered by the Martin's Railways Head Office Staff Union in the presence of.

Signed & Delivered by the within mentioned workmen.

1. (Sd.) Kshirodgopal Pal.
2. (Sd.) Bijon Behari Das.
3. (Sd.) Devi Prosad Paul.
4. (Sd.) Phahindra Sekhar Chatterjee.
5. (Sd.) Susil Kumar Chatterji.
6. (Sd.) Panchugopal Banerjee.
7. (Sd.) Notai Chand Chakraborty.
8. (Sd.) Prohat Kumar Ghosh.
9. (Sd.) Dhirendra M. Bhattacharjee.
10. (Sd.) Sachindra Nath Hazra.
11. (Sd.) Durjan Prasad.
12. (Sd.) Rajab Khan.
13. (Sd.) Jaglal Singh.
14. (Sd.) Asoke Kumar Gupta.
15. (Sd.) Biswanath Dutta.
16. (Sd.) Jaydeb Pal.
17. (Sd.) Lakan Singh.
18. (Sd.) Animesh Bhattacharyya.
19. (Sd.) Sadhan Kumar Mookherji.
20. (Sd.) Sukhari Mia.
21. (Sd.) Ganesh Prasad.
22. (Sd.) Nisith Dass.
23. (Sd.) Sahadeo Ram.
24. (Sd.) Ghurukan Singh.
25. (Sd.) Gobinda Mondal.
26. (Sd.) Benoy Bhusan Das.
27. (Sd.) Abani Bhusan Marick.
28. (Sd.) Jaglal.
29. (Sd.) Gourchand Chakraborty.
30. (Sd.) Nalendra Nath Ghoshal.
31. (Sd.) Kashinath Banerjee.
32. (Sd.) Umashankar Haldar.
33. (Sd.) Ishawari Ram.
34. (Sd.) Ajit Kumar Roy.
35. (Sd.) Bijoy Kumar Dutta.
36. (Sd.) Amit Kumar Banerjee.
37. (Sd.) Nitrod Baran Mukherjee.
38. (Sd.) Nathu Singh.
39. (Sd.) Puran Singh.
40. (Sd.) Ram Janam Singh.
41. (Sd.) Dulal Ch. Das.
42. (Sd.) Paritosh K. Dutta.
43. (Sd.) Sushil Kumar Roy.
44. (Sd.) Haragopal Mukherji.
45. (Sd.) A. Gaffur.
46. (Sd.) Asoke Kumar Dutta.
47. (Sd.) Sitansu Moy Mitra.

48. (Sd.) Ranjit Kumar Majumdar.
49. (Sd.) Sankar Kr. Ghosh.
50. (Sd.) Ramendra Nath Sen.
51. (Sd.) Debesh Chandra Banerjee.
52. (Sd.) Jayanta Prasad Banerjee.
53. (Sd.) Sunil Ch. Bagchi.
54. (Sd.) Gopal Chandra Roy.
55. (Sd.) Anil Kumar Mittra.
56. (Sd.) Jagdish Singh.
57. (Sd.) Ganesh Chandra De.
58. (Sd.) Ajit Kumar Ghosh.
59. (Sd.) Dhirendra Nath Bhattacharji.
60. (Sd.) Shambhu Nath Roy.
61. (Sd.) Santosh Kumar Banerjee.
62. (Sd.) Shibnath Banerjee.
63. (Sd.) Ranjit Kumar Gupta.
64. (Sd.) Kanailal Ghosh.
65. (Sd.) Dibakar Datta.
66. (Sd.) Ajit Kumar Dey.
67. (Sd.) Netai Chandra Patra.
68. (Sd.) Mohit Kumar Chakraborty.
69. (Sd.) Devendra Chandra Jain.
70. (Sd.) Asoke Kumar Sarkar.
71. (Sd.) Satya Ranjan Das.
72. (Sd.) Kalipada Chattopadhyay.
73. (Sd.) Bansi Dhar Bhattacharjee.

SCHEDULE I

Name	Designation
1. Sudhir Banerjee	Sec. Head
2. Sashi R. Chakravarty	Clerk
3. Nabendra Chowdhury	Clerk
4. Nirmal Majumdar	Clerk
5. Subas Chatterjee	Clerk
6. Ajoy Sanyal	Clerk
7. Netai Chakraborty	Clerk
8. Subal Gupta	Clerk
9. Asim Patabyal	Clerk
10. Amit Banerjee	Clerk
11. Prabat Dutt	Clerk
12. Bejoy Dutt	Clerk
13. Md. Ismail	Clerk
14. Rabindra Mukherjee	Clerk
15. Dilip Roy Chowdhary	Clerk
16. Debesh Banerjee	Clerk
17. Santosh Banerjee No. 2	Clerk
18. Sudhir Kundu	Steno
19. Ajit Das	Steno
20. Niranjan Banerjee	Typist
21. Arun Majumder	Clerk
22. Sital Ch. Jena	Clerk
23. Madhu S. Chakraborty	Clerk
24. Sontosh Banerjee No. 1	Clerk
25. Himadri Samaddar	Clerk
26. Mohit Chakraborty	Clerk
27. Shamu Majumdar	Sec. Head
28. Ranjit Ghose	Clerk
29. Joyanta Banerjee	Clerk
30. Monnotha Das	Clerk
31. Sunil Bagchi	Clerk
32. Ajit Gose	Clerk
33. Asismoy Ganguly	Tracer
34. Kalipada Chatterjee	Clerk
35. Sunil Chatterjee	Clerk
36. Ranjit Gupta	Clerk
37. Haragopal Mukherjee	Draftsman
38. Rashbehari Bhattacharjee	Clerk
39. Sachindra Hazra	Clerk
40. Satya Sinha	Clerk
41. Ganesh Dey	Clerk
42. Sachindra Chakravarty	Clerk
43. Saik Chatterjee	Clerk
44. Ajit Dey	Clerk
45. Gopal Banerjee	Sec. Head
46. Hari S. Sen Gupta	Clerk
47. Netai Patra	Clerk
48. Sadhan Mukherjee	Clerk
49. Khirode Pal	Clerk
50. Gopal Roy	Clerk

Name	Designation	Name	Designation
51. Asoke Sarker	Clerk	130. Sarbeswar Das	Peon
52. Ajit Roy	Clerk	131. Sachin Mukherjee	Peon
53. Ranjit Majumder	Clerk	132. Chitteswar Singh	Peon
54. Tapan Bhownick	Clerk	133. Krishna Ch. Dey	Peon
55. Joydeb Pal	Clerk	134. Bency Bh. Das	Peon
56. Subas Bose	G.A.	135. Nakul Ghosal	Peon
57. Anjan Banerjee	Clerk	136. Lakham Singh	Peon
58. Kanailal Ghosh	Clerk	137. Gorak N. Singh	Peon
59. Bonbehari Sen	Clerk	138. Prithi Ram	Peon
60. Bejon Behari Das	Clerk	139. Kalipado Mallick	Peon
61. Phanindra Chatterjee	Clerk	140. Durjan Prosad	Peon
62. Amal Banerjee	Clerk	141. Motilal Pal	Peon
63. Sitanshu Mitra	Clerk	142. Bansidhar Sasmal	Peon
64. Asoke Dutt	Clerk	143. Lichmi Singh	Peon
65. Debi Prosad Pal	Clerk	144. Fatick Dey	Peon
66. Asoke Dutt	Clerk	145. Ramjanam Singh	Peon
67. Nisith Das	Clerk	146. Gobinda Mondal	Peon
68. Debendra Jain	Clerk	147. Bharat Mondal	Peon
69. Animesh Bhattacharjee	Clerk	148. Chandra Deo Singh	Chowkidar
70. Murali Dhar Chatterjee	Clerk	149. Bhagirathi Prosad	Car Driver
71. Anil Mitra	Head Clerk	150. Lakh Bahadur	Car Driver
72. Kishorilal Chatterjee	Sec Head	151. Challitar Ram	Khansama
73. Subal Ch. Chatterjee	Sec. Head	152. Dhari Malik	Waterman
74. Shubnath Banerjee	Clerk	153. Mosicharan	Sweeper
75. Kashinath Banerjee	Clerk	154. Shanti Ranjan Banerjee	Clerk
76. Nirode Baran Mukherjee	Clerk	155. Kartic Chandra Mukherjee	Sec. Head.
77. Biswanath Dutt	Clerk		
78. Kalyan Chatterjee	Clerk		
79. Dibakar Dutt	Clerk		
80. Sushil K. Roy	Clerk		
81. Ramendra Sen	Clerk		
82. Netai Ram	Clerk		
83. Sanyasi Bhakta	Clerk		
84. Bansidhar Bhattacharjee	Clerk		
85. Dulal Ch. Das	Clerk		
86. Sisir Sarkar	Clerk		
87. Arun Mukherjee III	Clerk		
88. Manas R. Dey Sarkar	Clerk		
89. Panchu Gopal Banerjee	Clerk		
90. Jyotirmoy Sinha	Clerk		
91. Ramendra Dutt	Clerk		
92. Shambhu Banerjee	Clerk		
93. Khagendra Manna	Clerk		
94. Satya R. Das	Clerk		
95. Sankar Ghose	Clerk		
96. Indu Bh. Chatterjee	Clerk		
97. Nirendra Chakravarty	Clerk		
98. Subrendu Chatterjee	Clerk		
99. Mohit Banerjee	Pay Clerk		
100. Gurukhan Singh	Pay Clerk		
101. Ram Bahadur Rana	Peon		
102. Ganesh Prosad	Arm Guard		
103. Dulley Pan	Peon		
104. Shambhu N. Roy	Arm Guard		
105. Lall Prosad Poon	Arm Guard		
106. Nathu Singh	Durwan		
107. Puran Singh	Durwan		
108. Dhirendra Bhattacharjee	Durwan		
109. Iswari Ram	Durwan		
110. Sahadeo Ram	Durwan		
111. Jagdish Singh	Driver		
112. Sukhari Mia	Ticket Counter		
113. Nalindra Ghosal	Ticket Counter		
114. Paritosh Dutt	Lt. Sorter		
115. Kanhaiya Prosad	Lt. Sorter		
116. Pravat Ghose	Lt. Sorter		
117. Gour Chand Chakravarty	Lt. Sorter		
118. Jagjal Singh	Lt. Sorter		
119. Pranab Mukherjee	Lt. Sorter		
120. Uma Sankar Halder	Binder		
121. Asoke Gupta	Peon		
122. Abani Marik	Peon		
123. Radha Kanta Dey	Peon		
124. Abdul Gaffur	Head Orderly		
125. Gaya Ram	Peon		
126. Behari	Peon		
127. Rajab Khan	Peon		
128. Kesho Ram	Peon		
129. Bishnu Ch. Das	Peon		

SCHEDULE II

MARTIN'S RAILWAYS HEAD OFFICE STAFF UNION

REGD. No. 3986

4, Jadusrimani Lane, Calcutta-14.

REF. NO. MRHS/350/71.

New Delhi, the 3rd September 1971

The General Manager,

H.A., H.S., A.S. & F.I. Light Railway &

The Liquidators,

The S.S. Light Railway Co. Ltd. (In Vol. Liquidation), Calcutta.

Dear Sir,

I am appending below the proceedings of the extraordinary general meeting of the Union held today for your information and immediate necessary action.

"This Union accept the closure of the Head Office at 9, Lall Bazar Street, Calcutta-1 of Martin's Light Railways with effect from 1st January, 1971. Although the Union raised an industrial dispute thereon and that dispute is now pending before the Central Government Industrial Tribunal, Calcutta as Reference No. 59 of 1971 the Union is now convinced about the genuineness and bonafide of the said closure and the termination of services of the staff resulting therefrom. It, therefore, urges upon the Management of the Head Office of the Martin's Light Railways to pay to its members whose names are set out hereunder all compensation due and payable to them under Section 25 F.F. of the I.D. Act or such portion thereof as the Management can pay to them immediately."

Yours faithfully,

(Sd.) K. P. CHATTOPADHYAY,
General Secretary.

[No. L-41011/1/71-LR.III.]

S. S. SAHASRANAMAN, Under Secy.

**MINISTRY OF FINANCE
(Department of Banking)**

New Delhi, the 8th February 1972

S.O. 868.—In exercise of the powers conferred by Section 33 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 9 of the said Act shall not apply, till the 3rd January, 1973 to the Punjab Co-operative Bank Ltd., Amritsar, in respect of one shop held by it at Rupar.

[No. F. 15(3)-BC/72.]

K. YESURATNAM, Under Secy.
वित्त मंत्रालय

(वैकिंग विभाग)

नवी दिल्ली, 8 फरवरी, 1972

एस० ओ० 86८.—वैकिंग विनियमन प्रधिनियम, 1949 (1949 का दसवां) की धारा 53 के द्वारा प्रदत्त शब्दियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एवंद्वारा यह घोषित करती है कि उक्त प्रधिनियम की धारा 9 के उपबंध दी पजाब कोआपरेटिव बैंक लि०, अमृतसर के प्रधीन रोपड़ स्थित एक दुकान के संबंध में 3 जनवरी, 1973 तक सागू नहीं होंगे।

[संख्या एफ० 15(3)-बी० सी०/72]

केंद्र सुरक्षन बैंक, अवर सचिव।

(Department of Banking)

New Delhi, the 22nd February 1972

S.O. 869.—The following draft of certain rules further to amend the Banking Regulation (Co-operative Societies) Rules, 1966, which are proposed to be made

4. For Form I appended to the said rules, the following Form shall be substituted, namely:—
Banking Regulation (Co-operative Societies) Rules, 1966

Form I (See rule 5)
[Sections 18 and 24(3)]

Name of the Co-operative Bank
Name/s and designation/s of the Officers,
submitting the return

Month

(Round off to the nearest thousand)

As at the close of business on				
1st	2nd	3rd	4th	5th
Friday @	Friday @	Friday @	Friday @	Friday @
(1)	(2)	(3)	(4)	(5)

A. Liabilities in India*

- 1. Demand
- 2. Time
- 3. Total (A1+A2)

B. Assets in India

(Cash reserve)

- 1. Cash in hand†

by the Central Government in exercise of the powers conferred by sub-sections (1) and (2) of section 52 read with clause (zj) of section 56 of the Banking Regulation Act, 1949 (10 of 1949) and after consultation with the Reserve Bank of India, is hereby published as required by sub-section (3) of the said section 52 for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after 18th September, 1972.

Any objection or suggestion with respect to the said draft should be sent to the Ministry of Finance (Department of Banking) before the aforesaid date, a copy thereof being endorsed to the Reserve Bank of India, Central Office, Agricultural Credit Department, Post Box No. 16575, Bombay 18.

Draft Amendments

1. (1) These rules may be called the Banking Regulation (Co-operative Societies) Rules, 1972.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Banking Regulation (Co-operative Societies) Rules, 1966 (hereinafter referred to as the said rules), for rule 5, the following rule shall be substituted, namely:—

"3. Form of statement of liabilities and cash reserve and other assets—

The return to be submitted under section 18 and sub-section (3) of section 24 of the Act shall be in Form I and the return to be submitted under sub-section (2) of section 20 of the Act shall be in Form II."

3. For rule 9 of the said rules, the following rule shall be substituted, namely:—

"9. Other returns—The returns to be submitted under section 26 and sub-section (1) of section 27 shall be in Form VIII and Form IX respectively."

4. For Form I appended to the said rules, the following Form shall be substituted, namely:—

Banking Regulation (Co-operative Societies) Rules, 1966

Form I (See rule 5)

[Sections 18 and 24(3)]

(1)	(2)	(3)	(4)	(5)
-----	-----	-----	-----	-----

2. Balances in current account with
 - (a) Reserve Bank of India**
 - (b) State Bank of India
 - (c) Notified banks***
 - (d) State Co-operative Bank of the State concerned %
 - (e) Central Co-operative Bank of the district concerned

3. Total (B1 + B2)

4. 3% of A3††

5. B3—B4 &

C. Other eligible assets :

1. Balances of all types [other than those under items B. 2(d) and (e)] with

- (a) State Co-operative Bank of the State concerned %
- (b) Central Co-operative Bank of the district concerned \$

2. Gold £

3. Unencumbered approved securities £

4. Total (C1 to C3)

D. 1. C4+B5 (Not applicable to Scheduled State Co-operative Banks)

D. 2. C4+B3 (Applicable only to scheduled State Co-operative Banks)

E. 25% of A3

Date.....

Signature/s.

Footnotes :

I. This Form is to be submitted to the Reserve Bank of India under section 24 of the Banking Regulation Act, 1949 (as applicable to Co-operative Societies) by scheduled State Co-operative Banks and sections 18 and 24 of the Act *ibid* by the other 'Co-operative Banks' not later than 15 days after the end of the month to which it relates.

II. In computing the amounts to be shown under item C, the explanations (a), (b) and (c) given under sub-section (2A (b) of section 24 of the Banking Regulation Act, 1949 (as applicable to Co-op. Societies) should be taken into account.

†Give dates (where Friday is a holiday under the Negotiable Instruments Act, 1881, the preceding working day).

Liabilities shall not include :

- .. (a) the paid up capital or the reserves or any credit balance in the profit and loss account of the co-operative bank ;
- (b) any advance taken from State Government, the Reserve Bank, the State Bank of India, the Industrial Development Bank of India, the Agricultural Refinance Corporation, or any Bank notified by the Central Government under clause (c) of the Explanation to sub-section (1) of section 42 of the Reserve Bank of India Act, 1934;
- (c) in the case of a State or central co-operative bank, also any deposit of money with it representing the reserve fund or any part thereof required to be maintained with it by any other co-operative society within its area of operation and in the case of a central co-operative bank, also any advance taken by it from the State co-operative bank of the State concerned;
- (d) in the case of a primary Co-operative bank, also any advance taken by it from the State Co-operative bank of the State concerned or the central co-operative bank of the district concerned.

**Scheduled State co-operative banks should show here only the amount in excess of the balance required to be maintained with the Reserve Bank of India under section 42 of Reserve Bank of India Act, 1934.

*** 'Notified bank' means any other bank, which may be notified by the Central Government under sections 18 and 24 of the Banking Regulation Act, 1949.

%Applicable to State industrial co-operative banks, central Co-operative banks, district industrial co-operative banks, and primary co-operative banks only.

\$Applicable to primary co-operative banks only.

& This item should not be shown if B 4 exceeds B3, and this is not applicable to scheduled state co-operative banks.

†Cash must not include balances with other banks or any item other than 'bank/currency notes, rupee coin (including one rupee notes) and subsidiary coin current on the date of this return.'

††Item B. 4 in respect of scheduled State Co-operative banks should be read as 'Balances required to be maintained with the Reserve Bank under section 42 of the Reserve Bank of India Act, 1934'.

£ Valued at a price not exceeding current market price.

5. Form VII appended to the said rules shall be omitted.

[No. F. 1-26/71-AC II]
L. D. KATARIA,
Dy. Secy.

(बैंकिंग विभाग)

नई दिल्ली, 22 फरवरी, 1972

एस० ओ० 869—बैंककारी विनियमन (सहकारी सोसाइटी) नियम, 1966 में और मंशोधन करने के लिये कतिपय नियमों का निम्नलिखित प्ररूप, जिसे केन्द्रीय सरकार, बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के खण्ड (य अ) के साथ पठित धारा 52 की उपधारा (1) और (2) प्राप्त प्रदत्त शक्तियों का प्रयोग करते हुये और भारतीय रिजर्व बैंक से परामर्श के पश्चात्, बनाने की प्रस्थापना करती है, उन सभी व्यक्तियों द्वारा, जिनका उससे प्रभावित है होना सम्भाव्य है, जानकारी के लिये उक्त धारा 52 की उपधारा (3) की अपेक्षानुसार एतद्वारा प्रकाशित किया जाता है और एतद्वारा सूचना दी जाती है कि उक्त प्ररूप पर 18 सितम्बर, 1972 को या उसके पश्चात् विचार किया जायेगा।

उक्त प्ररूप के सम्बन्ध में कोई अक्षेप या सुझाव को तो वह पूर्वी तारीख से पूर्व वित्त मंत्रालय (बैंकिंग विभाग) को भेजा जाये और उसकी एक प्रति भारतीय रिजर्व बैंक, केन्द्रीय कार्यालय, क्रिपि सांख विभाग, पोस्ट बाक्स मं० 16575, बंबई 18-को पूर्णांकित की जाये।

प्ररूप मंशोधन

1. (1) इन नियमों का नाम बैंककारी विनियमन (सहकारी सोसाइटी) नियम, 1972 होगा।
(2) ये राज्यक्रम में प्रकाशन की तारीख को प्रयृत्त होंगे।
2. बैंककारी विनियमन (सहकारी सोसाइटी) नियम, 1966 (जिसमें इसके पश्चात उक्त नियमों कहा गया है) में, नियम 5 के स्थान पर, निम्नलिखित नियम प्रतिस्थापित किया जायेगा, अर्थात् :—

“5. वायित्यों और नहर आरक्षति तथा अन्य आस्तियों के विवरण का रूप :—

अधिनियम की धारा 18 और धारा 24 की उपधारा (3) के अधीन भेजी जाने वाली विवरणी प्रलॡ I में होगी और अधिनियम की धारा 20 की उपधारा (2) के अधीन भेजी जाने वाली विवरणी प्रलॡ II में होगी।”

3. उक्त नियमों के नियम 9 के स्थान पर, निम्नलिखित नियम प्रतिस्थापित किया जायेगा, अर्थात् :—

“9. अन्य विवरणी—धारा 26 और धारा 27 की उपधारा (1) के अधीन भेजी जाने वाली विवरणीयां क्रमशः प्ररूप VIII और प्ररूप IX में होगी।”

4. उक्त नियमों से संलग्न प्ररूप I के स्थान पर, निम्नलिखित प्ररूप प्रतिस्थापित किया जायेगा, अर्थात् :—

“बैंककारी विनियमन (सहकारी सोसाइटी) नियम, 1966

प्ररूप I (नियम 5 देखिये)

[धारा 18 और 24 (3)]

सहकारी बैंक का नाम

भास

विवरणी भेजने वाले अधिकारी का/अधिकारियों के नाम
और पदाधिकार

(निकटतम हजार तक पूर्णांकित)

कारबाहर बन्द होने पर

पहले शुक्रवार	दूसरे शुक्रवार	तीसरे शुक्रवार	चौथे शुक्रवार	पांचवें शुक्रवार को
@	@	@	@	को

(1)	(2)	(3)	(4)	(5)
-----	-----	-----	-----	-----

क. भारत में वायित्य*

1. मांगदेय
2. मीयादी
3. जोड़ (क 1+क 2)

(1) (2) (3) (4) (5)

ख. भारत में आस्तियाँ

(नकद आरक्षित)

1. हाथ-नकदी+
2. निम्नलिखित बैंकों में चालू खाते में अतिशेष
 - (क) भारतीय रिजर्व बैंक**
 - (ख) भारतीय स्टेट बैंक
 - (ग) अधिसूचित बैंक***
 - (घ) सम्बद्ध राज्य का राज्य सहकारी बैंक%
 - (ङ) सम्बद्ध जिले का केन्द्रीय सहकारी बैंक़
3. जोड़ (ख 1+ख 2)
4. क 3 का 3 प्रतिशत++
5. ख 3 --- ख 4 &

ग. अन्य पत्र आस्तियाँ

1. निम्नलिखित बैंकों में

[भद ख 2(घ) और (ङ) से भिन्न]

सभी प्रकार के अतिशेष

 - (क) सम्बद्ध राज्य का राज्य सरकारी बैंक%
 - (ख) सम्बद्ध जिले का केन्द्रीय सहकारी बैंक़
2. स्वर्णांशु
3. विविगम रद्दित अनुमोदित प्रतिभूतियाँ
4. जोड़ (ग 1 से ग 3 तक)

- घ. 1. ग 4+ख 5 (अनुसूचित राज्य सहकारी बैंकों पर लागू नहीं होगा)
2. ग 4+ख 3 (केवल अनुसूचित राज्य सहकारी बैंकों पर लागू होगा)
- ड. क 3 का 25 प्रतिशत ।

तारीख

हस्ताक्षर

पाद टिप्पणी :

- I. यह प्रलूप बैंककारी विनियमन अधिनियम, 1949 (जिस रूप में वह सहकारी सोसाइटियों पर लागू होता है) की धारा 24 के अधीन अनुसूचित राज्य सहकारी बैंकों द्वारा और उन्त अधिनियम की धारा 18 और 24 के अधीन अन्य "सहकारी बैंकों" द्वारा, सम्बद्ध मास की समाप्ति के 15 दिन तक न कि उसके पश्चात् भारतीय रिजर्व बैंक को भेजा जाना है।
- II. भद ग के अधीन विख्यायी जाने वाली रकमों की संगणना करने में बैंककारी विनियमन अधिनियम, 1949 (जिस रूप में वह सहकारी सोसाइटियों पर लागू होता है) की धारा 24 की उप-धारा (2क) (ख) के नीचे दिये गये स्पष्टीकरण (क), (ख) और (ग) को व्यान में रखा जाना चाहिये ।

**तारीख लिखिये (जहां परकाम्य लिखित अधिनियम, 1881 के अधीन शुक्रवार को छुट्टी हो वहां पूर्ववर्ती कार्य-विवास की तारीख लिखी जाए) ।

*दायित्वों के अन्तर्गत निम्नलिखित नहीं आयेंगे :—

- (क) सहकारी बैंक के समादत्त पूंजी या आरक्षितियाँ अथवा उसके लाभ हानि खाते में जमा अतिशेष ;
- (ख) राज्य सरकार, रिजर्व बैंक, भारतीय स्टेट बैंक, भारतीय श्रीबोगिक विकास बैंक, कृषि पुनर्वित्त निगम या भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 42 की उप-धारा (1) के स्पष्टीकरण के खण्ड (ग) के अधीन केन्द्रीय सरकार द्वारा अधिसूचित किसी बैंक से लिया गया कोई उधार ;

(ग) राज्य या केन्द्रीय सहकारी बैंक की दशा में वह धन का निक्षेप जो उसके संकिया क्षेत्र में आने वाली किसी अन्य सहकारी सोसाइटी द्वारा आपेक्षित निधि या उसके किसी भाग के रूप में उसमें रखना आपेक्षित हो और केन्द्रीय सहकारी बैंक की दशा में वह उधार जो उसके द्वारा सम्बद्ध राज्य के राज्य सहकारी बैंक से लिया गया हो ;

(घ) प्राथमिक सहकारी बैंक की दशा में, उसके द्वारा सम्बद्ध राज्य के राज्य सहकारी बैंक से या सम्बद्ध जिले के केन्द्रीय सहकारी बैंक से लिया गया कोई उधार ।

**यहां अनुसूचित राज्य सहकारी बैंक केवल वही रकम दिखायें जो भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 42 के अधीन भारतीय रिजर्व बैंक में रखे जाने वाले आपेक्षित अतिरेकी रकम से अधिक हो ।

***“अधिसूचित बैंक” से ऐसा कोई अन्य बैंक अभिप्रेत है, जिसे बैंककारी विनियमन अधिनियम, 1949 की धारा 18 और 24 अधीन केन्द्रीय मरकार द्वारा अधिसूचित किया जाये ।

%यह मद केवल राज्य औद्योगिक सहकारी बैंकों, केन्द्रीय सहकारी बैंकों, जिला औद्योगिक सहकारी बैंकों तथा प्राथमिक सहकारी बैंकों को लागू होगी ।

इयह मद केवल प्राथमिक सहकारी बैंकों को लागू होगी ।

&यदि ख 4 की रकम ख 3 की रकम से अधिक हो तो इस मद को ने दिखाया जाये, और यह अनुसूचित राज्य सहकारी बैंकों को लागू नहीं होती ।

+नकदी में अन्य बैंकों में अतिरेकी या बैंक/करेंटी नोटों, रुपया सिक्कों (एक रुपये के नोटों सहित) और इस विवरणी को तारीख को चालू छोटे सिक्कों से भिन्न कोई मद नहीं होनी चाहिये ।

+अनुसूचित राज्य सहकारी बैंकों के सम्बन्ध में मद ख 4 को इस प्रकार पढ़ा जाये—“भारतीय रिजर्व बैंक” अधिनियम, 1934 की धारा 42 के अधीन रिजर्व बैंक में रखे जाने वाले आपेक्षित अतिरेकी” ।

£उस कीमत पर मूल्यांकित जो चालू बाजार कीमत से अधिक न हो ।

5. उक्त नियमों से संलग्न प्ररूप VII को लक्ष्य कर दिया जायेगा ।

[सं. फा. 1-26/71 ए. सी. II]

एल. डी. कटारिया,

उप- सचिव, भारत सरकार ।

MINISTRY OF WORKS AND HOUSING

New Delhi, the 3rd March 1972

S.O. 870.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the Officers mentioned in column (1) of the Table below, being the officers equi-

valent to the rank of a gazetted officer of Government to be estate officers for the purposes of the said Act and the said officers shall exercise the powers conferred and perform the duties imposed on estate officers by or under the said Act within the local limits of their respective jurisdiction in respect of the public premises specified in column (2) of the said Table.

TABLE

Designation of the Officer (1)

Categories of public premises and local limits of jurisdiction (2)

1. Director of Rehabilitation and Land Acquisition, Damodar Valley Corporation, 7227, Hazari Pagh.	Public Premises belonging to or taken or lease by the Damodar Valley Corporation and which are under his administrative control.
2. Secretary, Bharat Electronic Limited, Jalahalli, P.O. Bangalore.	Public Premises belonging to Bharat Electronics Limited within the B.E.L. Colony, Jalahalli, Bangalore.
3. Chief Administrative Officer, Hindustan Aeronautics Limited, Koraput Division, District Koraput, Orissa.	Public premises owned or acquired or hired by the Hindustan Aeronautics Limited and which are under his administrative control.
4. Senior Administrative Manager, Hindustan Aeronautics Limited, Hyderabad Division, Hyderabad.	Public premises owned or acquired or hired by the Hindustan Aeronautics Limited and which are under his administrative control.

Designation of the Officer (1)	Categories of public premises and local limits of jurisdiction (2)
5. Administrative Officer, (Machine Tool Division), Praga Tools Limited, Secunderabad.	Public premises owned or acquired or hired by Praga Tools Limited and which are under their respective administrative control.
6. Administrative Officer, (Forge and Foundry Division), Praga Tools Limited, Secunderabad.	Public premises owned or hired or acquired by Bharat Earth Mover Limited under his administrative control.
7. Assistant Personnel Manager, Earth Mover Division, KGF Bharat Earth Mover Limited, Bangalore.	Public premises owned or acquired or hired by the Hindustan Aeronautics Ltd. which are under his administrative control.
8. Chief Administrative Officer, Hindustan Aeronautics Limited, Nasik Division, Ojhar P.O., Maharashtra.	Public premises owned or acquired or hired by the Fertilizer Corporation of India which are under his administrative control.
9. Deputy General Manager (I), Sindri Unit, Fertilizer Corporation of India, Sindri.	Public premises owned or acquired or hired by the Mazagon Dock Ltd. and under his administrative control.
10. Secretary, Mazagon Dock Limited, Bombay.	[No. F. 21011(4)/66-Pol-IV]

निर्माण और आवास मंत्रालय

(संपदा निवेशालय)

नई दिल्ली, 3 मार्च, 1972

का० आ० 870.—लोक परिसर (अधिकारी की बेहत्तुली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, निम्न सारणी के स्तम्भ (1) में वर्णित अधिकारियों को, जो सरकार के राजपत्रित अधिकारी की पंक्ति के समनुच्छेय अधिकारी हैं, उक्त अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारियों के रूप में एतद्वारा नियुक्त करती है और उक्त अधिकारी, उक्त सारणी के स्तम्भ (2) में वित्तियिक लोक परिसरों की बाबत अपनी अपनी अधिकारिता का स्थानीय सीमाओं के भीतर, उक्त अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करेंगे और उन्हें सार्वे कर्तव्यों का पालन करेंगे।

सारणी

अधिकारी का पदाभिधान लोक परिसरों के प्रबंग और अधिकारिता की स्थानीय सीमाएँ।

(1)

(2)

- पुनर्वास और भूमि अर्जन निदेशक, दामोदर घाटी निगम, 7227, हजारी बाग।
 - सचिव, भारत इलेक्ट्रॉनिक लिमिटेड, जलाहल्ली, पी० ओ० बंगलोर।
 - मुख्य प्रशासनिक अधिकारी, हिन्दुस्तान एयरोनाइक्स लिमिटेड, कोरापुट डिवीजन, जिला कोरापुट, उड़ीसा।
- दामोदर घाटी निगम से संबंधित या उसके द्वारा पट्टे पर लिए गए परिसर और जो उसके प्रशासनिक नियंत्रण में है।
- बी० ह० एस० कालोनी VI जलाहल्ली, बंगलोर के भीतर भारत इलेक्ट्रॉनिक लिमिटेड से संबंधित लोक परिसर।
- हिन्दुस्तान एयरोनाइक्स लिमिटेड के स्वामित्वाधीन और उसके द्वारा अर्जित या भाड़े पर लिए गए लोक परिसर और जो उसके प्रशासनिक नियंत्रण में हैं ?

(1)	(2)
4. जेष्ठ प्रशासनिक प्रबन्धक, हिन्दुस्तान एयरोनाइक्स लिमिटेड, हैदराबाद डिवीजन, हैदराबाद।	हिन्दुस्तान एयरोनाइक्स लिमिटेड के स्वामित्वाधीन उसके द्वारा अर्जित या भाड़े पर लिए गए लोक परिसर और जो उसके प्रशासनिक नियंत्रण में है।
5. प्रशासनिक अधिकारी (मरीन टूल डिवीजन)	प्रागा टूल्स लिमिटेड,
प्रागा टूल्स लिमिटेड,	सिकन्वराबाद।
6. प्रशासनिक अधिकारी (फोर्ज और फाउण्ट्री डिवीजन) प्रागा, टूल्स लिमिटेड, सिकन्वराबाद	प्रागा टूल्स लिमिटेड के स्वामित्वाधीन उसके द्वारा अर्जित या भाड़े पर लिए गए लोक परिसर।
7. सहायक कार्मिक प्रबन्धक, अर्थ मुवर, डिवीजन, के० जी० एफ० भारत अर्थ मुवर लिमिटेड, बंगलोर।	भारत अर्थ मुवर लिमिटेड के स्वामित्वाधीन, उसके द्वारा अर्जित या भाड़े पर लिए गए उसके प्रशासनिक नियंत्रण के अधीन लोक परिसर।
8. मुख्य प्रशासनिक अधिकारी, हिन्दुस्तान एयरोनाइक्स लिमिटेड, नासिक डिवीजन, ओम्बर पी० ओ०, महाराष्ट्र।	हिन्दुस्तान एयरोनाइक्स लिमिटेड, के स्वामित्वाधीन, उसके द्वारा अर्जित या भाड़े पर लिए गए लोक परिसर जो उसके प्रशासनिक नियंत्रण में है।
9. उप महाप्रबन्धक (I) भारत उर्वरक निगम के स्वामित्वाधीन उसके द्वारा अर्जित या भाड़े पर लिए गए लोक परिसर जो उसके प्रशासनिक नियंत्रण ; है।	भारत उर्वरक निगम के स्वामित्वाधीन उसके द्वारा अर्जित या भाड़े पर लिए गए लोक परिसर जो उसके प्रशासनिक नियंत्रण ; है।
1.0 सचिव, मजगन डाक लिमिटेड, मुम्बई।	मजगन डाक लिमिटेड के स्वामित्वाधीन उसके द्वारा अर्जित या भाड़े पर लिए गए और उसके प्रशासनिक नियंत्रण के अधीन लोक परिसर।

S.O. 871.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officers mentioned in column (1) of the Table below, being officers equivalent to the rank of gazetted officers of Government, to be

Estate Officers for the purposes of the said Act, who shall exercise the powers conferred, and perform the duties imposed, on Estate Officers by or under the said Act within the local limits of their respective jurisdiction in respect of the public premises specified in the corresponding entry in column (2) of the said Table.

TABLE

Designation of Officer (1)	Categories of public premises and local limits of jurisdiction (2)
1. Regional Director, Employees' State Insurance Corporation, Punjab Region, Chandigarh.	Public premises owned or acquired or hired by the Employees' State Insurance Corporation which are under his administrative control within the limits of the States of Punjab, Haryana and Himachal Pradesh and the Union Territory of Chandigarh.
2. Regional Director, Employees' State Insurance Corporation, Mysore Region, Bangalore.	Public premises owned or acquired or hired by the Employees' State Insurance Corporation which are under his administrative control, within the limits of the State of Mysore.
3. Regional Director, Employees' State Insurance Corporation, Kerala Region, Trichur.	Public premises owned or acquired or hired by the Employees' State Insurance Corporation which are under his administrative control within the limits of the State of Kerala.
4. Regional Director, Employees' State Insurance Corporation, Orissa Region, Cuttack.	Public premises owned or acquired or hired by the Employees' State Insurance Corporation which are under his administrative control within the limits of the State of Orissa.
5. Regional Director, Employees' State Insurance Corporation, Madhya Pradesh Region, Indore.	Public premises owned or acquired or hired by the Employees' State Insurance Corporation which are under his administrative control within the limits of the State of Madhya Pradesh.
6. Regional Director, Employees' State Insurance Corporation, Tamil Nadu Region, Madras.	Public premises owned or acquired or hired by the Employees' State Insurance Corporation which arises under his administrative control within the limits of the State of Tamil Nadu.
7. Regional Director, Employees' State Insurance Corporation, Maharashtra Region, Bombay.	Public premises owned or acquired or hired by the Employees' State Insurance Corporation which are under his administrative control within the limits of the State of Maharashtra.
8. Regional Director, Employees' State Insurance Corporation, Bihar Region, Patna.	Public premises owned or acquired or hired by the Employees' State Insurance Corporation which are under his administrative control within the limits of the State of Bihar.
9. Regional Director, Employees' State Insurance Corporation, Rajasthan Region, Jaipur.	Public premises owned or acquired or hired by the Employees' State Insurance Corporation which are under his administrative control within the limits of the State of Rajasthan.
10. Regional Director, Employees' State Insurance Corporation, Gujarat Region, Ahmedabad.	Public premises owned or acquired or hired by the Employees' State Insurance Corporation which are under his administrative control within the limits of the State of Gujarat.
11. Regional Director, Employees' State Insurance Corporation, Assam Region, Gauhati.	Public premises owned or acquired or hired by the Employees' State Insurance Corporation which are under his administrative control within the limits of the State of Assam.
12. Regional Director, Employees' State Insurance Corporation, Andhra Pradesh, Region, Hyderabad.	Public premises owned or acquired or hired by the Employees' State Insurance Corporation which are under his administrative control within the limits of the State of Andhra Pradesh.

[No. F 21011(4)/66-Pol. IV]

P. N. KHANNAH,
Dy. Director of Estates and Ex-Officio
Under Secy:

का० आ० 871.—लोक परिसर (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की घारा 3 व्याप्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार, निम्न मारणी के स्तम्भ (1) में वर्णित अधिकारियों को जो सरकार के, राजपत्रित अधिकारी की पंक्ति के समनुल्य अधिकारी हैं, उक्त अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारियों के रूप में एतद्वारा नियुक्त करती है, और उक्त अधिकारी उक्त सारणी के स्तम्भ (2) में विनिष्ट लोक परिसरों की बाबत अपनी अपनी अधिकारिता की स्थापनीय सीमाओं के भीतर उक्त अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करेंगे और उन्हें सौंपे गए कर्तव्यों का पालन करेंगे।

सारणी

अधिकारी का पदाभिधान लोक परिसरों के प्रबंग और अधिकारिता की स्थानीय सीमाएँ।

(1)	(2)
1. प्रादेशिक निवेशक, कर्मचारी राज्य बीमा निगम के स्वामित्वाधीन उसके द्वारा अंजित ग्रा भाडे पर लिए गए लोक परिसर जो पंजाब, हरियाणा और हिमाचल प्रदेश तथा छण्डीगढ़ संघ राज्यक्षेत्र की सीमाओं के भीतर उसके प्रशासनिक नियंत्रण में हैं।	कर्मचारी राज्य बीमा निगम के स्वामित्वाधीन उसके द्वारा अंजित ग्रा भाडे पर लिए गए लोक परिसर जो पंजाब, हरियाणा और हिमाचल प्रदेश तथा छण्डीगढ़ संघ राज्यक्षेत्र की सीमाओं के भीतर उसके प्रशासनिक नियंत्रण में हैं।

1

2

2. प्रादेशिक निदेशक, कर्मचारी राज्य बीमा निगम, मैसूरु क्षेत्र, बंगलौर ।

कर्मचारी राज्य बीमा निगम के स्वामित्वाधीन उसके द्वारा अर्जित या भाड़े पर लिए गए लोक परिसर जो मैसूरु राज्य की सीमाओं के भीतर उसके प्रशासनिक नियंत्रण में हैं ।

3. प्रादेशिक निदेशक, कर्मचारी राज्य बीमा निगम, केरल क्षेत्र, तिचूर ।

कर्मचारी बीमा निगम के स्वामित्वाधीन, उसके द्वारा अर्जित या भाड़े पर लिए गए लोक परिसर जो केरल राज्य की सीमाओं के भीतर उसके प्रशासनिक नियंत्रण में हैं ।

4. प्रादेशिक निदेशक, कर्मचारी राज्य बीमा निगम, उड़ीसा क्षेत्र, कटक ।

कर्मचारी राज्य बीमा निगम के स्वामित्वाधीन, उसके द्वारा अर्जित या भाड़े पर लिए गए सोक परिसर जो उड़ीसा राज्य की सीमाओं के भीतर उसके प्रशासनिक नियंत्रण में हैं ।

5. प्रादेशिक निदेशक, कर्मचारी राज्य बीमा निगम, मध्य प्रदेश क्षेत्र, इन्दौर ।

कर्मचारी राज्य बीमा निगम के स्वामित्वाधीन, उसके द्वारा अर्जित या भाड़े पर लिए गए लोक परिसर जो मध्य प्रदेश राज्य की सीमाओं के भीतर उसके प्रशासनिक नियंत्रण में हैं ।

6. प्रादेशिक निदेशक, कर्मचारी राज्य बीमा निगम, तमिल नाडू क्षेत्र, मद्रास ।

कर्मचारी राज्य बीमा निगम के स्वामित्वाधीन उसके द्वारा अर्जित या भाड़े पर लिए गए लोक परिसर जो समिलनाडू राज्य की सीमाओं के भीतर उसके प्रशासनिक नियंत्रण में हैं ।

7. प्रादेशिक निदेशक, कर्मचारी राज्य बीमा निगम महाराष्ट्र क्षेत्र, मुम्बई ।

कर्मचारी राज्य बीमा निगम के स्वामित्वाधीन, उसके द्वारा अर्जित या भाड़े पर लिए गए लोक परिसर जो महाराष्ट्र राज्य की सीमाओं के भीतर उसके प्रशासनिक नियंत्रण में हैं ।

8. प्रादेशिक निदेशक, कर्मचारी राज्य बीमा निगम, बिहार क्षेत्र, पटना ।

कर्मचारी राज्य बीमा निगम के स्वामित्वाधीन उसके द्वारा अर्जित या भाड़े पर लिए गए सोक परिसर जो बिहार राज्य की सीमाओं के भीतर उसके प्रशासनिक नियंत्रण में हैं ।

1

2

9. प्रादेशिक निदेशक, कर्मचारी राज्य बीमा निगम, राजस्थान क्षेत्र, जयपुर ।

कर्मचारी राज्य बीमा निगम के स्वामित्वाधीन, उसके द्वारा अर्जित या भाड़े पर लिए गए लोक परिसर जो राजस्थान राज्य की सीमाओं के भीतर उसके प्रशासनिक नियंत्रण में हैं ।

10. प्रादेशिक निदेशक, कर्मचारी राज्य बीमा निगम, गुजरात क्षेत्र, अहमदाबाद ।

कर्मचारी राज्य बीमा निगम के स्वामित्वाधीन, उसके द्वारा अर्जित या भाड़े पर लिए गए लोक परिसर जो गुजरात राज्य की सीमाओं के भीतर उसके प्रशासनिक नियंत्रण में हैं ।

11. प्रादेशिक निदेशक, कर्मचारी राज्य बीमा निगम असम क्षेत्र, गोहाटी ।

कर्मचारी राज्य बीमा निगम के स्वामित्वाधीन, उसके द्वारा अर्जित या भाड़े पर लिए गए लोक परिसर जो असम राज्य की सीमाओं के भीतर उसके प्रशासनिक नियंत्रण में हैं ।

12. प्रादेशिक निदेशक कर्मचारी राज्य बीमा निगम आनंद प्रदेश क्षेत्र, हैदराबाद ।

कर्मचारी राज्य बीमा निगम के स्वामित्वाधीन, उसके द्वारा अर्जित या भाड़े पर लिए गए लोक परिसर जो आनंद प्रदेश राज्य की सीमाओं के भीतर उसके प्रशासनिक नियंत्रण में हैं ।

[सं. फा. 21011(4)/66-पोल 4]

पी. एन. खना,
सम्पदा उप निदेशक तथा पदेन श्रवर सरिव ।

DEPARTMENT OF COMPANY AFFAIRS

New Delhi, the 4th March 1972

S.O. 872.—In pursuance of sub-section (2) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notified the cancellation of the registration of Rane (Madras) Limited under the said Act. (Certificate of Registration No. 470/1970, dated the 31st October, 1970.)

[No. F. 22/12/71-M(II).]

कम्पनी कार्य विभाग

नई दिल्ली, 4 मार्च, 1972

सा. आ. 872.—एकाधिकार एवं निबंधनकारी व्यापार प्रथा अधिनियम, 1969 (1969 का 54) की घारा 26 की उपधारा (3) के अन्सार केन्द्रीय सरकार एतद्वारा

राने (मद्रास) लिमिटेड का उक्त अधिनियम में पंजीकरण (पंजीकरण प्रमाण-पत्र संख्या 470/1970 दिनांक 31 नवम्बर, 1970) के विलोचन को अधिसूचित करती है।

[संख्या एम 22/12/71-एम (II)]

S.O. 873.—In pursuance of sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of Engine Valves Limited under the said Act (Certificate of Registration No. 480/1970, dated 11th November, 1970).

[No. F. 22/23/71-M(II).]

सं० आ० 873.—एकाधिकार एवं निर्बन्धनकारी व्यापार प्रया अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसार केन्द्रीय सरकार एतद्वारा इंजिन वाल्वज लिमिटेड का उक्त अधिनियम के अन्तर्गत पंजीकरण (पंजीकरण प्रमाण पत्र संख्या 480/1970, दिनांक 11 नवम्बर, 1970) के विलोचन को अधिसूचित करती है।

[संख्या एफ० 22/23/71-एम० (II)]

S.O. 874.—In pursuance of sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of registration of Messrs. Grindweil Abrasives Limited under the said Act (Certificate of Registration No. 5/1970 dated the 14th September, 1970).

[No. F. 9/681/70-M(II).]

सं० आ० 874.—एकाधिकार एवं निर्बन्धनकारी व्यापार प्रया अधिनियम 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसार केन्द्रीय सरकार एतद्वारा ग्रिन्डवेल एंड्रेसिङ्ग लिमिटेड का उक्त अधिनियम में पंजीकरण (पंजीकरण प्रमाण-पत्र संख्या 5/1970 दिनांक 14 सितम्बर, 1970) के विलोचन को अधिसूचित करती है।

[संख्या एफ० 9/681/70-एम० (II)]

S.O. 875.—In pursuance of sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of New Standard Engineering Company Limited under the said Act (Certificate of Registration No. 477/1970, dated the 11th November, 1970).

[No. F. 9/1276/70-M(II).]

C. R. D. MENON, Under Secy.

सं० आ० 875.—एकाधिकार तथा निर्बन्धनकारी व्यापार प्रया अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार, उक्त अधिनियम के अधीन न्यू स्टेंडर्ड हंजीनियरिंग कम्पनी लिमिटेड के रजिस्ट्रीकरण के रद्दकरण को एतद्वारा अधिसूचित करती है (रजिस्ट्रीकरण का प्रमाण-पत्र सं० 477/1970, तारीख 11 नवम्बर, 1970 ।)

[सं० फा० 9/1276/70-एम० (बी)]

सी० आर० श्री० मेनन, अवार सचिव ।

ELECTION COMMISSION OF INDIA

New Delhi, the 2nd March 1972

S.O. 876.—In pursuance of section 111 of the Representation of the People Act, 1951, the Election Commission hereby publishes the Order, pronounced on the 10th January, 1972 by the High Court of Judicature at Bombay, in Election Petition No. 2 of 1971.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

ELECTION PETITION NO. 2 OF 1971

In the matter of the Election to the House of the People from Bombay North East Parliamentary Constituency.

AND

In the matter of the Election to the House of the Representation of the People's Act, 1951.

Jamsaheb Shankardas Mukadam, residing at Moti Mahal, M.G. Road, Ghatkopar, Bombay 86, having his Serial No. 1 on the Electoral Roll of Ghatkopar Assembly Constituency at Serial No. 556 in Part No. 180/225.—Petitioner.

Versus

1. Rajaram Gopal alias Raja Kulkarni, Indian Inhabitant, residing at 60, Indira Co-operative Housing Society Keluskar Road, Shivaji Park, Bombay-28.
2. Mukundrao Sundarrao Agaskar, Indian Inhabitant residing at Avadoot, Ram Murti Road, Navpada, Thana in Thana Assembly Constituency.
3. Yeshwant Bhimrao Ambedkar, Indian Inhabitant, residing at Rajgrih, Hindu Colony, Kharcohal Road, Dadar, Bombay-14.
4. General K. M. Cariappa, Indian Inhabitant residing at C/o. Madhu M. Mehta, 84A, Napean Sea Road, Bombay-6.
5. Manchar Gopinath Kotwal, Indian Inhabitant, residing at 4 Palm view, Lakhmey Napoo Road, Dadar, Bombay-14.
6. Manibhai S. Doshi, Indian Inhabitant residing at Ujamvilas, Azadnagar Society, Vile Parle (West) Bombay-56.
7. Saraswati Hassasing Butani, Indian Inhabitant, residing at 87/5, Agra Road, Mulund, Bombay-82.
8. Ramji Shivnarayan, Indian Inhabitant, residing at Ishwaribhai Patel Chawl M.H. No. 25, Station Road, Kurla, Bombay-70.
9. Purshottam Ramchandra Sathe, Indian Inhabitant residing at 'Pitruvadan' Netaji Subash Road, Mulund (West), Bombay-80.
10. Dr. Datta Samant, Indian Inhabitant, residing at office Building No. 2, Pant Nagar, Ghatkopar, Bombay-75.
11. Harising Narayanji Soda, Indian Inhabitant residing at Laxmi Stores, Shivaji Market Area, opposite Pant Nagar, Building No. 6, Ghatkopar, Bombay-75.
12. Manharlal Vanechand Sanghvi, Indian Inhabitant, residing at C.H. No. 188-193 Mathuradas Damodar wadi, Chetan Building, Rajawadi, Ghatkopar, Bombay-70.
13. S. P. Sen Verma, Chief Election Commission of India, Talkatora Road, New Delhi.
14. M. W. Desai, Chief Electoral Officer, Sachivalaya, Maharashtra State, Bombay-32.
15. Union of India
16. State of Maharashtra—Respondents.

Monday the 10th day of January 1972

CORAM: Kantawala J.

Called Application for withdrawal.

Mr. D. A. Mundkar for Petitioner.

Mr. R. L. Dalal for Respondent No. 1.

Mr. M. P. Laud with Mr. P. M. Mukhi and Mr. M. V. Paranjpe for Respondents Nos. 13, 14 and 15.

Rest of the Respondents absent.

Mr. Mundkar applies for withdrawal of the Petition.

P.C.: Petition allowed to be withdrawn. Petitioner to pay costs of Respondent No. 1 and costs of Respondents Nos. 13, 14 and 15 in one set.

Costs of Respondent No. 1 including costs made on the application and the costs reserved are quantified at Rs. 1250 and costs of Respondents Nos. 13, 14 and 15 are quantified at Rs. 2,000.

The sum of Rs. 2,500 deposited by the Petitioner as Security for costs be permitted to be withdrawn by Respondent No. 1 and Respondents Nos. 13, 14 and 15 towards their costs in the same ratio in which the costs are awarded to them.

The ballot papers which are kept in the custody of—this Court should be returned to the attorneys for Respondents Nos. 13, 14 and 15 for the purpose of handing them over to the District Election Officer.

Under Section 111 of the Representation of the People Act, 1951, the Prothonotary do report to the Election Commissioner and to the Speaker of the Lok Sabha the fact of withdrawal of this Petition.

(Sd.) V. N. KULKARNI,
10-1-1972.

[No. 82/MT/2(Bombay)/71.]

By Order,

K. S. RAJAGOPALAN, Secy.

MINISTRY OF HOME AFFAIRS

New Delhi, the 1st March 1972

S.O. 877.—In exercise of the powers conferred by subsection (2) of section 139 of the Border Security Force Act, 1968 (47 of 1968) the Central Government hereby confers, with the consent of the State Government of West Bengal, upon members of the Border Security Force, the powers which may be exercised by any police officer under section 13 of the West Bengal Maintenance of Public Order Act, 1970 (20 of 1970).

[No. 17/7/70-CL of BSF.]

PREM PARKASH, Under Secy.

गृह मंत्रालय

नई दिल्ली, 1 मार्च, 1972

का० आ० 877.—सीमा सुरक्षा बल अधिनियम, 1968 (1968 का 47) की धारा 139 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, पश्चिमी बंगाल राज्य सरकार की सम्मति से, सीमा सुरक्षा बल के सदस्यों को ऐसी शक्तियां एतद्वारा प्रदत्त करती हैं, जो पश्चिमी बंगाल लोक व्यवस्था बनाए रखने के अधिनियम, 1970 (1970 का 20) की धारा 13 के अधीन किसी पुलिस अधिकारी द्वारा प्रयुक्त की जाए।

[सं० 17/7/70—सी एल० आफ बी एस० एफ०]

प्रेम प्रकाश, अवर सचिव।